



SAMORA MACHEL DRIVE AND GRANIET STREET INTERSECTION UPGRADE AND ADDITIONAL RELATED WORKS

TENDER NUMBER: COM117/2025

TENDERER:

CLOSING DATE: 22 JANUARY 2026

AT 11:00AM

CSD REG NUMBER: MAAA.....

CLIENT	ENGINEER
City of Mbombela PO Box 45 Mbombela 1200 Tel: 013 759 9111 Fax: 013-753 2070	Shuma Africa (Pty) Ltd P O Box 1644 Nelspruit 1200 Tel: 013-752 3658 E-mail: Info@shumaafrica.co.za

**SAMORA MACHEL DRIVE AND GRANIET STREET INTERSECTION UPGRADE
AND ADDITIONAL RELATED WORKS**

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

TENDERED AMOUNT : _____

Signed by authorised representative of the TENDERER: _____

DATE: _____

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

IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

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

1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

2. STANDARDS APPLICABLE TO THIS DOCUMENT

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

- | | | |
|----|------------------------------|--|
| 1. | CIDB | <i>CIDB Standard for uniformity in Construction Procurement, 08 August 2019, as amended.</i> |
| 2. | SANS 10845-1 | <i>Processes, methods and procedures.</i> |
| 3. | SANS 10845-2 | <i>Formatting and compilation of procurement documentation.</i> |
| 4. | SANS 10845-3 | <i>Standard conditions of tender.</i> |
| 5. | GCC | <i>General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.</i> |
| 6. | COTO | <i>Standard Specifications for Road and Bridge Works for South African Roads Authorities (2020 Edition)</i> |
| 7. | This Document, as presented. | |

CONTENTS

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

THE TENDER

<u>SECTION</u>	<u>DESCRIPTION</u>		<u>PAGE</u>
PART T1	TENDERING PROCEDURES		
T 1.1	Tender Notice and Invitation to Tender	(white)	T1.1-1 to T1.1-1
T 1.2	Tender Data	(pink)	T1.2-1 to T1.2-9
PART T2	RETURNABLE DOCUMENTS	(yellow)	T2.1-1 to T2.1-65
	(See List of Documents)		

THE CONTRACT

<u>SECTION</u>	<u>DESCRIPTION</u>		<u>PAGE</u>
PART C1	AGREEMENT and CONTRACT DATA		
C 1.1	Form of Offer	(pink)	C1.1-1 to C1.1-1
C 1.2	Form of Acceptance	(pink)	C1.2-1 to C1.2-1
C 1.3	Schedule of Deviations	(pink)	C1.3-1 to C1.3-1
C 1.4	Contract Data	(yellow)	C1.4-1 to C1.4-6
C 1.5	Performance Guarantee	(yellow)	C1.5-1 to C1.5-4
C 1.6	Agreement in Terms of the Occupational Health and CC Act, 1993 (Act No 85 Of 1993)	(yellow)	C1.6-1 to C1.6-3
C 1.7	Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow)	C1.7-1 to C1.7-2
PART C2	PRICING DATA		
C 2.1	Pricing Instructions	(yellow)	C2.1-1 to C2.1-3
C 2.2	Bill of Quantities	(yellow)	C2.2-1 to C2.2-25

<u>SECTION</u>	<u>DESCRIPTION</u>		<u>PAGE</u>
PART C3	SCOPE of WORK		
C 3.1	Description of Works	(blue)	C3.1-1 to C3.1-2
C 3.2	Engineering	(blue)	C3.2-1 to C3.2-2
C 3.3	Procurement	(blue)	C3.3-1 to C3.3-1
C 3.4	Construction	(blue)	C3.4-1 to C3.4-36
C 3.5	Management	(blue)	C3.5-1 to C3.5-5
C 3.6	Health and Safety	(blue)	C3.6-1 to C6.6-2
PART C4	SITE INFORMATION		
C 4.1	Site Information	(green)	C4.1-1 to C4.1-4
ANNEXURES			
Appendix A	Occupational Health and Safety Regulations	(white)	A1 to A15
Appendix B	Drawings for Tender Purposes	(white)	

PART T1: TENDERING PROCEDURES

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
T 1.1	Tender Notice and Invitation to Tender	9
T 1.2	Tender Data	10

PART T2: RETURNABLE DOCUMENTS

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

PART T1 TENDERING PROCEDURES

**SAMORA MACHEL DRIVE AND GRANIET
STREET INTERSECTION UPGRADE AND
ADDITIONAL RELATED WORKS**

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

T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS

Bids are hereby invited from experienced services providers for the Samora Machel Drive and Graniet Street intersection upgrade and additional related works.

Tender No	Description	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
COM117/2025	Samora Machel Drive and Graniet Street intersection upgrade and additional related works	3 SB OR HIGHER	15 JANUARY 2026 AT 10:00, CNR. SAMORA MACHEL & GRANIET STREET GPS COORDINATES: Lat 25°28'0.05"S Long 30°57'23.98"E	22 JANUARY 2026 TIME: 11:00

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 10 December 2025 on the municipal website: www.mbombela.gov.za on the tenders and notices folder and National e-Tender Portal: www.etenders.gov.za free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, CURRENT MUNICIPAL RATES AND TAXES STATEMENTS FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S UP-TO-DATE MUNICIPAL RATES AND TAXES STATEMENTS FOR BOTH THE BUSINESS AND ITS DIRECTORS INCLUDING CONSORTIUM AND JV MEMBERS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "**BID NUMBER, BID DESCRIPTION AND CLOSING DATE**" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00AM on the closing date

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, and the City's Preferential Procurement Policy where 80 points will be allocated in respect of price and 20 points in respect of specific goals.

Procurement Enquiries	:	Christopher Nkambule	(013) 759 2358
Technical Enquires	:	Hanli van Wynhaard	(013) 759 2186
Employer	:	City Manager,	Mr. Wiseman Khumalo
		City of Mbombela	
		P. O. Box 45	
		1200	
		Mbombela	

VISIT OUR WEBSITE – www.mbombela.gov.za

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

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

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 construction.

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 data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.</p> <p>SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	<p>The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200</p>
	<p>The tender documents issued by the Employer comprise:</p> <p>THE TENDER</p> <p>Part T1 Tendering Procedures</p> <p>Part T1.1 Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2 Tender Data (pink)</p> <p>Part T1.3 Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2 Returnable Documents</p> <p>Part T2.1 List of Returnable Documents (yellow)</p> <p>Part T2.2 Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3 Returnable Schedules II (yellow)</p> <p>THE CONTRACT</p> <p>Part C1 Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data (yellow)</p> <p>C1.3 Form of Guarantee (white)</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5 Authority for Signatory in Terms of OH&S Act, 1993 (white)</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Assumptions (yellow)</p> <p>C2.2 Bill of Quantities and Information Sheets (yellow)</p>

3.2	<p>Part C3 Scope of Works</p> <p>C3.1 Scope of Works (blue)</p> <p>C3.2 Engineering (blue)</p> <p>C3.3 Procurement (blue)</p> <p>C3.4 Construction (blue)</p> <p>C3.5 Management (blue)</p> <p>C3.6 Health and Safety (blue)</p> <p>Part C4 Site Information</p> <p>C4 Site Information (green)</p> <p>Appendices</p> <p>Annexure A Health and Safety Specification (white)</p> <p>Annexure B Drawings for Tender Purposes (white)</p>												
3.4	<p>The Employer's Agent is:</p> <p>Name: Shuma Africa (Pty) Ltd</p> <p>Address: PO Box 1644 Nelspruit 1200</p> <p>Tel: 013 752 3658</p> <p>E-mail : info@shumafrica.co.za</p>												
3.5	The language for communications is English.												
3.6	The competitive negotiation procedure shall not be applied.												
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3SB or higher of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1"> <thead> <tr> <th>Category of tender</th><th>Upper limits per CIDB</th></tr> <tr> <th></th><th>Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td>2SB</td><td>R1M</td></tr> <tr> <td>3SB</td><td>R3M</td></tr> <tr> <td>4SB</td><td>R6M</td></tr> <tr> <td>5SB</td><td>R10M</td></tr> </tbody> </table> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> (1) every member of the joint venture is registered with the CIDB; (2) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3SB or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 	Category of tender	Upper limits per CIDB		Table 8 Regulation 17	2SB	R1M	3SB	R3M	4SB	R6M	5SB	R10M
Category of tender	Upper limits per CIDB												
	Table 8 Regulation 17												
2SB	R1M												
3SB	R3M												
4SB	R6M												
5SB	R10M												

	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng or Pr.Techni.Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p>
4.2	<p>Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</p>
4.3	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. The City will not take responsibility for incorrect information provided by the bidder on the attendance register.</p>
4.4	Request clarifications at least 7 working days before the closing time.
4.5	Tenderers are required to state the rates and currencies in Rand.
	<p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrate the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p>

4.6	<p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
4.7.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>
4.8 4.9	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela</p> <p>Physical address: 1 Nel Street, Mbombela 1200</p> <p>Identification details: Tender COM117/2025, Samora Machel Drive and Graniet Street intersection upgrade and additional related works.</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.</p>
4.10	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.11	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers.
4.12	A two-envelope procedure will not be followed.
4.13.	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.14	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.15	The tender offer validity period is 120 days .
4.16.	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>a) withdraws his tender;</p> <p>b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.17	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.18	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this Procurement document.

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue an addenda until 7 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>

5.10	<p>List of disqualifying factors of this tender are as follows: A bid not complying with the requirements stated hereunder will be regarded as “Non-Responsive”, and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> • Submit company registration certificate • Submit Tax Compliance Status issued by SARS • Full CSD report NOT older than 30 days from the closing date, Summary report will NOT be considered • Submit Joint venture agreement in case of JV. All parties are expected to attach their individual returnable documents except for consolidated B-BBEE certificate and combined CIDB grading. • Submit original certified identity document of business directors. • Authority for Signatory duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole owner. • Submit copy of an active CIDB contractor grading designation of 3SB or higher. For JV, a combined CIDB grading is required. • The bidder must provide a valid copy of current municipal rates and taxes statement from relevant local authority / proof of residential from tribal authority (if the business is operating in a rural area) / lease agreement with the lessor's up-to-date municipal rates and taxes statement for the business. Prospective bidders should ensure that the physical address details of the company on the CSD are similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. It is prudent and remains the responsibilities of the prospective bidders to ensure that the company is cleared with regards to the municipal rates and taxes. • The bidder must provide valid copy of current municipal rates and taxes statement(s) from relevant local authority / proof of residential from tribal authority (if the director(s) is/are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes statements for the director(s) including consortium and JV partners. Prospective bidders should ensure that the physical address / addresses details of the director(s) reflected on the company registration certificate are aligned to the address / addresses on the municipal rates and taxes statement(s) attached. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director or lessor's municipal rates are cleared with regards to the municipal rates and taxes. • Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business in line with the Compensation for Occupational Injuries and Diseases Act 130 of 1993. • Proof of public liability Insurance / third party liability insurance for a minimum of R5 000 000.00. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter. • Letter of intent for performance guarantee from a registered Financial Service Provider (FSP). The letter should have the full contact details of the service provider and the FSP number. • Fully completed and signed where applicable in the Returnable Schedules. • Failure to apply instructions contained in addenda that may be issued. • Submissions from bidders who did not attend a compulsory briefing session will not be acceptable. • Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.
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5.11	<p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preferences.</p> <p>Method 2 Functionality, price and preferences is scored as follows:</p> <p>a) Score each tender in respect of the financial offer made and preferences claimed, if any.</p> <p>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $TEV = N_{FO} + N_P + N_Q$</p>												
5.12	<p>The financial offer will be scored using the following formula: $N_{FO} = W_1 \times A$</p> <p>Where:</p> <p>N_{FO} = the number of evaluation points awarded for the financial offer W_1</p> <p>= the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p>A = the number calculated using Formula 2 (Option 1) Table 1: Formulae for calculating the value of A_a</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = (1 + \frac{(P - P_m)}{P_m})$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission /fee '</td><td>$A = (1 - \frac{(P - P_m)}{P_m})$</td><td>$A = P_m / P$</td></tr></table> <p>^a P_m is the comparative offer of the most favorable comparative offer. P is the comparative offer of the tender offer under consideration.</p> <p>Scoring preferences.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer's specific goals summarised in the table below:</p>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$										

5.11.7

Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
1.	100% Black owned enterprises within the definition of the HDI	5	
2.	At least 30% women owned enterprises	2.5	
3.	At least 30% youth owned enterprises	2.5	
4.	At least 30% enterprises people living with disabilities	2.5	
5.	Enterprises regarded as EMEs located within the City of Mbombela	2.5	
6.	for valid B-BBEE level 1 contribution (SANAS accredited B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership).	5	
Total		20	

Eligibility for preference points will be determined as follows:

☐ Compliance with any other information requested to be attached to Returnable Schedule Form D.

Description of quality criteria	Maximum number of points
Plant and equipment	20
Key Personnel	20
Company Experience	50
Financial References	10
Total evaluation points for quality (Ms)	100

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** are achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

	<p>Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.</p> <p>i). Plant and Equipment (Maximum 20 points) Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.</p> <p>ii). Key Personnel (Maximum 20 points) Details of key personnel and their experience and qualifications are to be entered in Form T of the Returnable Schedules.</p> <p>iii). Experience in the Installation, Repair, and Maintenance of Asphalt (Maximum 50 points) Details of asphalt surface roads related projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form Q in the Returnable Schedule.</p> <p>iv). Financial References (Maximum 10 points) Details of financial references are to be entered in Form S of the Returnable Schedules.</p>
5.13	<p>B1 Tender Condition Clause: Negotiation of Tender Prices:</p> <ol style="list-style-type: none"> Purpose of Tender Prices The tender prices submitted by tenderers shall be utilized solely for the purpose of evaluation and comparison during the tender process. These prices shall not constitute the final contract price. Compliance with Legal and Regulatory Framework All negotiations shall comply with applicable laws, regulations, and procurement guidelines as prescribed by the relevant authorities in South Africa. No Obligation to Accept Tender Prices The Employer is not obligated to accept the tender prices as submitted and retains the discretion to finalize the contract price through negotiation.

5.14	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ul style="list-style-type: none"> the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. The full report should be submitted, not the summary. the tenderer is in good standing with SARS according to the Central Supplier Database. the tenderer submits an Original letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Form S of this procurement document. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. No Tippex has been used on the bid document. The tenderer has not used an erasable pen and completed the bid document with a pencil.
5.16	The number of paper copies of the signed contract to be provided by the employer is One.
5.17	All requests shall be in writing.

CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.	Has the bidders attached a valid company registration document in line with the applicable legislation?	YES
2.	Company Profile	a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”	Has the bidder attached a company profile and its experience is relevant to add value on this project?	N/A
3.	Certification of documents to be submitted together with the tender document. I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.	a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations. b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.	Has the bidder certified all documents to be certified as per special conditions of bid? Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.	YES

		<p>c) Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</p> <div style="border: 1px solid black; padding: 5px;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS. Designation (rank)ex officio: RSA Date: Place Business Address: Commissioner of Oaths Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>		
4.	<p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable).</p> <p>N/B CSD Report date should not be more than 30 days before Bid closing date.</p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?	YES

5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).	YES
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6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only).	<p>a) EMEs in terms of the B-BBEE Act 53 of 2002 JUNE submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths?</p> <p>I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?</p>	YES
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7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	YES
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	YES
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	YES

10.		NB: <i>Domicilium citandi at executandi</i> : Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent. Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Alignment of physical addresses must be as stipulated on the special conditions of the tender document in two folds i.e. director(s) & company.		YES
11.	<p><u>Forging of documents/certificates</u></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p> <p>Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”</i>.</p> <p>Section 34(2) of the same Act stipulates that: <i>“subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”</i>.</p>	<p>Are there any suspicious / alleged fraudulent or forged documents?</p> <p>If yes, has the matter been reported to the nearest SAPS following correct institutional protocol?</p> <p>Has the matter been registered with the Registrar to enable due processes and per the Act?</p> <p>NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	YES

12.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?	YES
13.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies that are not managed by its owners, if: <ul style="list-style-type: none"> - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted. 	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	N/A
14.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?	N/A
15.	Functionality / Quality for evaluation of complex projects	a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc. NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.	Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid	YES

			document?	
16.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.	If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?	YES

PART T2 RETURNABLE DOCUMENTS**PART T2: RETURNABLE DOCUMENTS**

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

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
RETURNABLE FOR QUALITY CRITERIA	
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM R	PLANT & EQUIPMENT
FORM S	FINANCIAL RESOURCES
FORM T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS
CERTIFICATE FOR TENDER COMPLIANCE	
FORM U	SCHEDULE OF TENDER COMPLIANCE

COMPULSORY TENDER DOCUMENTS

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

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

This is to certify that I,

representative of (tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

attended the clarification meeting on (date)

Signature of Representative: _____

Signature of Project Manager: _____

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)

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

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

Attach additional pages if more space is required.

Signed Date

Name Position

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

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

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

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

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

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

Signed _____

Date _____

Name _____

Position _____

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	5	
2.	At least 30% women owned enterprises	2.5	
3.	At least 30% youth owned enterprises	2.5	
4.	At least 30% enterprises people living with disabilities	2.5	
5.	Enterprises regarded as EMEs located within the City of Mbombela	2.5	
6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	N/A	
7.	Corporate Social Investment (CSI) Plan. (see notes below)	N/A	
8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	5	
The City will utilise the CSD report for the above-mentioned information			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

(f)

Declaration

The tenderer declares that

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

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

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

Note:

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

FORM E: COMPULSORY DECLARATION (SIPDM)

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

Section 1: Enterprise Details**Name of Enterprise**

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.

--	--

Section 3: SARS Information

Tax reference number	
VAT registration number	<i>State Not registered if Not Registered for VAT</i>

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

*insert separate page if necessary

Section 7: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

- | | | | |
|--|--------------------------|---|--------------------------|
| d) a member of any municipal council | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| e) a member of any provincial legislature | <input type="checkbox"/> | | |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity | <input type="checkbox"/> |
| 3. a member of the board of directors of any municipal entity | <input type="checkbox"/> | | |
| 4. an official of any municipality or municipal entity | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature | <input type="checkbox"/> |

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

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

*insert separate page if necessary

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

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

☐ Yes ☐ No (Tick appropriate box)

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

Section 10: Declaration

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

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

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

National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

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

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

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

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

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

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

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

Signed: _____

Date: _____

Name: _____

Position: _____

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

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

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2014 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

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

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

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

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**

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

OR

- **For Companies**

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

OR

- **For Joint Venture Agreements**

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

OR

- **For Partnership**

1. Copies of the ID's of the partners

OR

- **One person Business / Sole trader**

2. Copy of ID

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

(SIPDM)

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

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

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

Section 1: Enterprise Details / Name of enterprise:

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for Contractor's services:

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

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

Attach separate page as necessary

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

I / we certify that

1) (tick one of the boxes):

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

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

3) source of goods and / or services:

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

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

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

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

*Attach separate page as necessary

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

Signed: _____

Date: _____

Name: _____

Position: _____

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE
MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 6 WEEKS**

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description) in response to the invitation for the tender made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (GBD 2)**ATTACH TAX COMPLIANCE STATUS (TCS)**

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

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

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

Notes to tenderer:

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

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

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

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

***Affix Proof of the National Treasury Central Supplier Database to this page
(Full CSD required, not summary)***

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

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

YES

NO

If yes, furnish your details in table below.

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

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

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

.....

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:"By resolution of the board of directors passed on *(date)*

Mr.

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

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

.....

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

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

We, the undersigned, are submitting this tender offer in Joint Venture and hereby 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 and any contract resulting from it on our behalf.

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

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

FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS**Notes to tenderer:**

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

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

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

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

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

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

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

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

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

Affix certified Proof of Good Standing with Compensation Commissioner to this page as per the required CIDB Grading

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

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

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

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

Signature_____
Date_____
Capacity under which Tender is Signed_____
Name of Tenderer

FORM P: REGISTRATION WITH CIDB

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

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

RETURNABLES FOR QUALITY CRITERIA

FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 50 points based on information provided in this schedule.

The following is a statement of work of similar to **construction or upgrading or rehabilitation of surfaced roads** (asphalt and resealing of roads) nature and size recently successfully executed by myself / ourselves:

- 1 Points will be given for projects completed of similar nature and size.
- 2 The tenderer scores **10 points** per project with a value of more than R5 million completed in the last 5 years. Projects below the value of R5million will not be considered.
- 3 The tenderer may attach not more than **five (5)** appointment letters and completion certificates of projects of similar nature and size.
- 4 Points will be allocated on a pro-rata basis for company experience based on the project values for completed project, as indicated above.
- 5 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
- 6 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.
- 7 The documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated.

NB: Similar projects (**construction or upgrading or rehabilitation of surfaced roads** (resealing of roads) for upgrading and/or rehabilitation of roads projects.

Certified Appointment letter as well as Completion Certificate (signed by client, contractor and engineer) of Relevant Work (to be attached – zero points if any is not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate)
*Attach additional pages if more space is required		Total Points		

FORM R: PLANT & EQUIPMENT

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

1. The following are lists of major items of relevant equipment that I / we presently **own or lease** and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
 - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
 - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted. Certified copies of motor vehicle license (MVLX) or motor vehicle license and license disc (MVL1) or certificate of registration (RC1) or any valid document issued by the department of transport (where applicable*). Invoices for equipment that are not traveling on the road will be accepted as proof of ownership (where applicable*). The invoice must be in the name of the bidding company or director(s).

Description, size, capacity, etc.	Allocate Points if owned	Allocate Points if hired	Quantity Required	Quantity owned	Quantity hired	Points Scored
Milling machine (Large milling machine with a cutting width exceeding 1,2 m)	5	3	1			
Water Tanker (8000 Litre or above)	2	1	1			
Smooth Drum Vibratory Roller (12 ton or above)	3	1	1			
Pneumatic Tyre Roller (12 ton or above)	2	1	1			
Tipper Truck (1 point per truck)	2	1	2			
Self powered asphalt paver	6	3	1			
Total	20	10				
Total Points Allocated						

*Attached additional pages if more space is required.

FORM S: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 10 points based on information provided in this schedule.

Bank Rating: A – 10

B – 6

C – 4

NB: the bank rating must be based on the amount reflected on the form of offer. No points will be allocated on the rating below the tendered amount. The City reserves the right to verify the information with the Financial Service Provider. In case of a JV, Consortium or partnership only the details of the lead partner will be considered

DETAILS OF TENDERERS BANKING INFORMATION**Notes to tenderer:**

- The tenderer shall attach to this form a letter of intent for 10% guarantee from a financial institution.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the lead partner.

BANK NAME:											
ACCOUNT NAME: (e.g. ABC Civil Construction cc)											
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)											
ACCOUNT NO:											
ADDRESS OF BANK:											
CONTACT PERSON:											
TEL. NO. OF BANK / CONTACT:											
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)	
0-6 months											
7-12 months											
13-24 months											
More than 24 months											

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

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

A Pro forma follows herewith for the tenderer to use.

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

Employer

(Name and Address)

Contract No

Contract Title

WHEREAS

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

(hereinafter called "the
Contractor")

on the _____ day of _____ 20 _____ for

the construction of (Contract Title)

at

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

AND WHEREAS
WE

(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 Debtor to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

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

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

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

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

_____ (in words)
R _____ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

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

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

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

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

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

IN WITNESS WHERE OF this guarantee has been executed by us at _____

_____ on the _____ day of _____ 20

As witness:

1. _____ Signature _____
2. _____ Signature _____

Duly authorized to sign on behalf of
(Guarantor)

Address _____

FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

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

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
3. Registered professional engineers, technicians or technologists means those who are involved in the construction of roads and streets with related storm water structures. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.
4. For all foreign nationals must attach certified proof of SAQA accreditation, Certified ID copy and certified proof of work permit. Failure to so will result in disqualification.

CONSTRUCTION PERSONNEL

i) Contract manager (5 Points)

Contract manager is required to have a minimum of NQF Level 7 in Civil engineering or equivalent and a minimum of five (5) years in **construction or upgrading or rehabilitation of surfaced roads** (asphalt and resealing of roads), and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng or Pr Techni. Eng, shall be required as a minimum. Points will be allocated on a pro-rata basis for experience between 10 to 14 years, as indicated below:

EXPERIENCE IN SURFACED ROADS CONSTRUCTION / UPGRADE	5	6	7	8	9
POINTS	1	2	3	4	5

ii) Site Agent (5 Points)

Site Agent is required to have a minimum of N.D Civil engineering or equivalent to a NQF 6 qualification and a minimum of ten (10) years in **construction or upgrading or rehabilitation of surfaced roads** (asphalt and resealing of roads). Points will be allocated on a pro-rata basis for experience between 10 to 14 years, as indicated below:

EXPERIENCE IN SURFACED ROADS CONSTRUCTION / UPGRADE	10	11	12	13	14
POINTS	1	2	3	4	5

iii) Site Foreman (5 Points)

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in **construction or upgrading or rehabilitation of surfaced roads** (asphalt and resealing of roads) of not less than seven (7) years. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below:

EXPERIENCE IN SURFACED ROADS CONSTRUCTION / UPGRADE	7	8	9	10
POINTS	2	3	4	5

iv) Safety Officer (5 Points)

Safety officer on permanent/contract basis, to have a minimum qualification of Safety Management Training Course (SAMTRAC) or National Diploma in Safety Management or equivalent minimum NQF Level 5, with a valid professional registration certificate issued by SACPCMP and with experience in road projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

EXPERIENCE IN CIVIL CONSTRUCTION WORKS	3	4	5
POINTS	2	3	5

Experience	Points
Provide detailed CVs, ID Copies, and Certified Qualifications for all Key Personnel for each category stated above.	20

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

- Roads – construction or upgrading or rehabilitation of surfaced roads (involving Asphalt Work)**

All certificates, appointment letters of company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted.

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

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

COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form Q	50		
Plant and Equipment:	Form R	20		
Financial References:	Form S	10		
Key Personnel:	Form T	20		
	Sub- Total	100		
	TOTAL	100		

Note:

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

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

DESCRIPTION	MAXIMUM POINTS TO BE ALLOCATED
Price	80
Specific Goals	20
TOTAL	100

FORM U: SCHEDULE OF TENDER COMPLIANCE**Note to tenderer:**

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

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	KEY PERSONNEL, EXPERIENCE AND QUALIFICATIONS	

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

PART C1 AGREEMENT AND CONTRACT DATA

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

C1.1 **FORM OF OFFER**

C1.2 **FORM OF ACCEPTANCE**

C1.3 **SCHEDULE OF DEVIATIONS**

C 1.1: FORM of OFFER**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Samora Machel and Graniet street intersection upgrade and additional related works.**

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

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

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

_____(in words) R_____ (in figures)

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.2: FORM of ACCEPTANCE**ACCEPTANCE**

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

The terms of the contract, are contained in:

Part C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: Site information

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

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

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

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

for the EMPLOYER

Signature: _____

Date: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.3: SCHEDULE of DEVIATIONS

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

Name: _____

Signature: _____

Date: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.4 CONTRACT DATA

C1.4: CONTRACT DATA

CONDITIONS OF CONTRACT

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by The South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, Tel (011) 805 5947/8, email: civilinfo@saice.org.za, are applicable to this contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

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

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	Description												
1.1.1.13	The Defects Liability Period is 12 months												
1.1.1.15	The Name of the Employer is the City of Mbombela .												
1.1.1.16	The Name of the Employer's Agent is Shuma Africa (Pty) Ltd												
1.1.1.26	The pricing strategy: Re-Measurement Contract												
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td>1 Nel Street MBOMBELA 1200</td><td>PO Box 45 MBOMBELA 1200</td></tr> <tr> <td>Telephone: 013 759 9111</td><td></td></tr> <tr> <td>Fax: 013 759 2070</td><td></td></tr> <tr> <td>E-mail: Euan.Phillips@mbombela.gov.za</td><td></td></tr> </table>	Physical address:	Postal address:	1 Nel Street MBOMBELA 1200	PO Box 45 MBOMBELA 1200	Telephone: 013 759 9111		Fax: 013 759 2070		E-mail: Euan.Phillips@mbombela.gov.za			
Physical address:	Postal address:												
1 Nel Street MBOMBELA 1200	PO Box 45 MBOMBELA 1200												
Telephone: 013 759 9111													
Fax: 013 759 2070													
E-mail: Euan.Phillips@mbombela.gov.za													
1.2.1.2	<p>The address of the Employer's Agent is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td>Unit 75, Building 11</td><td>P O Box 1644</td></tr> <tr> <td>Sonpark Shopping Centre</td><td>Nelspruit</td></tr> <tr> <td>Cnr Madiba Drive & Piet Retief Street Mbombela, 1200</td><td>1200</td></tr> <tr> <td>Telephone: 013 752 3658</td><td></td></tr> <tr> <td>E-mail: info@shumaafrica.co.za</td><td></td></tr> </table>	Physical address:	Postal address:	Unit 75, Building 11	P O Box 1644	Sonpark Shopping Centre	Nelspruit	Cnr Madiba Drive & Piet Retief Street Mbombela, 1200	1200	Telephone: 013 752 3658		E-mail: info@shumaafrica.co.za	
Physical address:	Postal address:												
Unit 75, Building 11	P O Box 1644												
Sonpark Shopping Centre	Nelspruit												
Cnr Madiba Drive & Piet Retief Street Mbombela, 1200	1200												
Telephone: 013 752 3658													
E-mail: info@shumaafrica.co.za													

Clause	Description
2.4	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none">1. Contract Agreement,2. Form of Offer and Acceptance,3. Contract Data,4. Specification Data,5. Standardized Specifications,6. Drawings,7. Bill of Quantities,8. Statutory Regulations,9. Other standard specifications. <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>

4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <ul style="list-style-type: none"> (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.
-------	--

Clause	Description
	<p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safely and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contractor. (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (GCC 2015). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to Clause 4.3.1) • Initial Programme (Refer to Clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	<p>The time to submit the documentation required, before commencement with Works execution is 14 calendar days.</p>
5.4.2	<p>The access and possession of site shall not be exclusive to the Contractor.</p>

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from 15-Dec-2025 to 02-Jan-2026, 15 December 2026 to 01 January 2027, 15 December 2027 to 07 January 2028 OR AS PER SAFCEC To Be Announced.
5.13.1	The penalty for failing to complete the Works is: is 0.05 % of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The completed paving streets can be opened to traffic for use.
5.16.3	The latent defect period is 10 years after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 15% .
6.8.2	This contract does include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is 10%
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 12% of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
	Thirty percent (30%) of the contract value shall be made NON-compulsory for subcontracting to local people/companies (CoM) irrespective of the <i>domicilium et exicutandi</i> of the contractor. However contractors will be a allocated points for the proposal of social responsibility/social development plan (Form D of returnables) within CITY OF MBOMBELA

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Description						
1.1.1.9	The Contractor is						
						
1.2.1.2	The Contractor's address for receipt of communications is:						
	Physical address: Postal address:						
						
						
						
						
	Telephone:						
	Fax:						
	E-mail:						
1.1.1.14	The time for achieving Practical Completion of the whole of the Works Is.....after Commencement Date (site handover).						
6.2.1	The security to be provided by the Contractor shall be one of the following <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor to choose: Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the contract sum</td><td></td></tr> </tbody> </table>	Type of Security	Contractor to choose: Indicate "Yes" or "No"	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum	
Type of Security	Contractor to choose: Indicate "Yes" or "No"						
Cash deposit of 10% of the contract sum							
Performance guarantee of 10% of the contract sum							

C1.5 FORM OF GUARANTEE

PRO FORMA PERFORMANCE**GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words.....

"Expiry Date" means.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed	
Date	
Guarantor's signatory (1)	
Capacity	
Guarantor's signatory (2)	
Capacity	
Witness signatory	(1)
Witness signatory	(2)

C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

(ACT NO 85 OF 1993)

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

THIS AGREEMENT made at

on this the day of in the year

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

(hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, of **Samora Machel and Graniet Street Intersection upgrade and additional related Works - Ward 14** and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

- 6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

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

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

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20____,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS

- 1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

- 2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

 Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

 The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

- 4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

- 5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

- 6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

 The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.

 Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

 The tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by **any** differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

 The ordering of materials shall **not** be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

- 9 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 COTO Standardized Specification for Road and Bridge Works for South African Road Authorities (2020 edition) as amended is the Scope of Works.

Quantity: The number of units of work for each item

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

Amount : The quantity of an item multiplied by the tender rate of the (same) item Sum :

An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square meter-pass
ha	=	hectare
m ³	=	cubic meter
m ³ -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

C2.2 SCHEDULE OF QUANTITIES**C2.2: BILL OF QUANTITIES**

SCHEDULE OF QUANTITIES	C2.2-1 to C2.2-25
SUMMARY OF SCHEDULE OF QUANTITIES	C2.2-25 to C2.2-25

COTO CHAPTER 1: GENERAL

COTO CHAPTER 2: SERVICES

COTO CHAPTER 3: DRAINAGE

COTO CHAPTER 4: EARTHWORKS AND PAVEMENT LAYERS: MATERIALS

COTO CHAPTER 5: EARTHWORKS AND PAVEMENT LAYERS: CONSTRUCTION

COTO CHAPTER 6: CONCRETE LAYERS

COTO CHAPTER 7: MAINTENANCE AND REPAIR OF CONCRETE LAYERS

COTO CHAPTER 8: PRETREATMENT AND REPAIR OF CONCRETE LAYERS

COTO CHAPTER 9: ASPHALT LAYERS

COTO CHAPTER 10: SURFACE TREATMENTS

COTO CHAPTER 11: ANCILLARY ROAD WORKS

COTO CHAPTER 12: GEOTECHNICAL APPLICATIONS

COTO CHAPTER 13: STRUCTURES

COTO CHAPTER 14: REPAIR AND REHABILITATION OF STRUCTURES

COTO CHAPTER 15: QUALITY ASSURANCE

C1.2: GENERAL REQUIREMENTS AND PROVISIONS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.2.1	C1.2.1.1		Environmental Management Monitoring of compliance with and reporting on the EMP	month			Rate Only
C1.2.4			Stakeholder liaison	month			Rate Only
C1.2.5	C1.2.5.1		Safety Health and safety plan	lump um	1		
	C1.2.5.2		Implementation of health and safety plan	month	2		
Total Carried Forward to Summary							

C1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
PC1.3.1			The Contractor's general obligations				
	C1.3.1.1		Fixed obligations	lump sum	1		
	C1.3.1.3		Time-related obligations				
		(a)	Execution of the works	month	2		
Total Carried Forward to Summary							

C1.5: ACCOMMODATION OF TRAFFIC						
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.5.2		Accommodation of vehicular traffic	month	2		
C1.5.4		Construction of temporary deviations <i>The applicable payment items required for the construction of temporary deviations shall be taken from the relevant chapters and sections in Chapters 1, 3, 5, 9 and 10 and inserted into the Pricing Schedule here. Each payment item for the construction of temporary deviations shall be preceded by the main payment item number C1.5.4 / followed by the payment number for the applicable payment item</i>				
C1.5.5		Maintenance of temporary deviations				
	C1.5.5.10	Watering of temporary deviations and existing roads used as detours	km			Rate Only
C1.5.6		Removal of temporary deviations	km			Rate Only
C1.5.7		Temporary traffic control facilities				
	C1.5.7.1	Delineators including mounting bases and ballast: (a) Single sided, reversible left or right (<i>size indicated</i>) (b) Double sided, reversible left or right (<i>size indicated</i>)	No	40		
	C1.5.7.2	Traffic cones, minimum height 750mm	No	30		Rate Only
	C1.5.7.3	Flagmen Traffic calming devices:	man-shift	80		
(a)		25mm high x 100mm wide asphalt rumble strips	m			Rate Only
(b)		50mm high x 500m wide asphalt rumble strips	m			Rate Only
(c)		New 120mm high x 4000mm wide asphalt speed control bed/humps including road signs and paint markings	No	4		
Total Carried Forward to Summary						

C1.6: CLEARING AND GRUBBING						
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.6.1	C1.6.1.1	Clearing Clearing with machines and some hand labour where necessary	ha	0,4		
	C1.6.1.2	Clearing with hand labour only when labour enhanced work is specified	ha			Rate Only
C1.6.2	C1.6.2.1	Grubbing Grubbing with machines and some hand labour where necessary	ha	0,2		
	C1.6.2.2	Grubbing with hand labour when labour enhancement work is specified or it is not practical to use a machine	ha			Rate Only
Total Carried Forward to Summary						

C1.7: LOADING AND HAULING							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.7.1			Loading				
	C1.7.1.1		Loading from stockpile using machines and some hand labour where necessary	m ³	162		
	C1.7.1.2		Loading from heaps or windrows using machines and/some hand labour where necessary	m ³	25		
C1.7.2			Hauling				
	C1.7.2.2		Hauling material to spoil and off-loading it at a designated spoil or stockpile area:				
		(a)	Cleared and grubbed material (<i>organic matter and all other unsuitable or waste material</i>)	m ³ - km	208		
		(b)	Soil and gravel material	m ³ - km	324		
Total Carried Forward to Summary							

C2.1: GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C2.1.1			Location, identification, protection and relocation of existing services				
	C2.1.1.1		Contractor's obligations	Lump sum	1		
	C2.1.1.2		Permanent services relocation or protection work by others	PC sum	1		110,000.00
	C2.1.1.3		Handling costs and profit in respect of item C2.1.1.2 above	%	110 000		
C2.1.2			Existing services location, detection and verification				
	C2.1.2.5		Using hand excavation to locate, expose and verify services	m ³	60		
C2.1.6			Trench excavation (in soft material)				
	C2.1.6.1		Trenches up to 1,0m wide				
	(a)		Up to 1,0m deep	m ³	40		
	(b)		Over 1,0m and up to 2,0m deep	m ³			Rate Only
C2.1.11			Backfilling of trenches				
	C2.1.11.1		Backfill compacted to 93% (100% for sand) of MDD (areas subject to traffic loads) using material:				
	(a)		From the excavated trench material	m ³	34		
	(b)		From other excavations on Site	m ³			Rate Only
C2.1.24			Saw-cutting before excavation				
	C2.1.24.1		Saw-cutting asphalt to an average depth:				
	(a)		Not exceeding 50mm	m ²	32		
C2.1.27			Demolition of existing manholes, access chambers and other service structures consisting of:				
	C2.1.27.1		Unreinforced concrete	m ³	12		
	C2.1.27.2		Reinforced concrete	m ³	2		
Total Carried Forward to Summary							

C3.3: CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C3.3.1	C3.3.1.1		Concrete kerbing: Prefabricated kerbing (<i>Precast kerbing to SABS 927</i>)				
		(a)	<i>Figure 3 (barrier) kerb</i>	m	86		
		(b)	<i>Figure 7 (mountable) kerb</i>	m	46		
	C3.3.1.2		Cast in situ kerbing				
		(a)	Transission kerb, Class 25/19	m	6		
C3.3.2	C3.3.2.1		Concrete kerbing-channeling combination: Prefabricated kerbing-channeling (<i>Precast kerbing to SABS 927</i>)				
		(a)	<i>Figure 8 (mountable) kerb with 200mm channel</i>	m			Rate Only
C3.3.3	C3.3.3.1		Extra over items C3.3.1 and C3.3.2 for concrete kerbing or concrete kerbing and channeling on curves On curves of radii more than or equal to 5,0m but less than 20m	m	60		
C3.3.7	C3.3.7.1		Cast in situ concrete chutes (measured by components): Concrete (25/19)	m3	2,5		
	C3.3.7.2		Formwork (Class F2 finish)	m2	5		
C3.3.12	C3.3.12.3		Reinforcement: Welded steel fabric	kg			Rate Only
C3.3.14			Cutting bituminous surfacing and pavement layers for concrete kerbing, channeling or concrete-lined drains	m	80		
C3.3.16			Demolition and removal of existing kerbs and/or channel (<i>Figure 3 and 7</i>)	m ³	112		
Total Carried Forward to Summary							

C4.3: EXISTING ROAD MATERIALS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C4.3.6			EXISTING ROAD MATERIALS				
			Providing the milling machine on the site:				
			Small milling machine with a cutting width of 1,2 m or smaller	No.			Rate Only
			Large milling machine with a cutting width exceeding 1,2 m	No.	1		
			Milling and removal of existing asphalt layers with an average milling depth (Contractor takes ownership):				
	C4.3.6.1		Not exceeding 50 mm	m ³	120		
	C4.3.6.2		Exceeding 50 mm but not exceeding 100 mm	m ³	10		
C4.3.3			Removal of bituminous seal surfacing (thickness not exceeding 30mm)	m ²	20		
C4.3.4			Saw-cutting existing materials within the following average depth ranges				
	C4.3.4.1		Asphalt material:				
		(a)	Up to 50mm	m	100		
C4.3.20			Spoiling of paving blocks and road edging in spoil sites designated by the Contractor				
	C4.3.20.2		Precast and in situ concrete kerbing, edge beams and channels at precast kerbing	m ³	90		
Total Carried Forward to Summary							

C5.1: ROADBED							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C5.1.1			Roadbed construction and compaction:				
	C5.1.1.1		Compaction of in-situ material to 90% of MDD	m ³	95		
	C5.1.1.2		Compaction of in-situ material to 93% of MDD	m ³			Rate Only
C5.1.2			Excavate material to spoil sites designed by the Employer:				
	C5.1.2.1		Excavate material to spoil from roadbed construction, material obtained from:				
		(a)	Soft excavation	m ³	42		
C5.1.6			Roller-pass compaction:				
	C5.1.6.3		Smooth drum vibratory rollers	m ²			Rate Only
Total Carried Forward to Summary							

C5.3: ROAD PAVEMENT LAYERS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C5.3.2	C5.3.2.1		Construction of pavement layers Construction of layers using conventional construction methods:				
		(a)	Selected subgrade layer (150mm thick layer) compacted to 93% of MDD	m ³	95		
		(h)	Gravel shoulder layer (150mm thick layer) compacted to 93% of MDD	m ³	54		
		(i)	Subbase gravel layer (unstabilised) (150mm thick layer) compacted to 95% of MDD	m ³	92		
		(n)	Gravel base layer (chemically stabilised) (150mm thick layer) compacted to 97% of MDD	m ³	90		
		(y)	G2 crushed stone base layer (150mm thick layer) compacted to 88% of AD	m ³			Rate Only
Total Carried Forward to Summary							

C5.4: STABILISATION							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C5.4.1			Pre-treatment of gravel layers:				
	C5.4.1.1		Pre-treatment of (150mm thick) gravel layer	m ³	90		
C5.4.2			Chemical stabilisation:				
	C5.4.2.1	(a)	Chemical stabilisation (150mm thick) of pavement layers (Subbase)	m ³	90		
C5.4.5			Cementitious stabilisation agents for pavement layers:				
	C5.4.5.1		Addition of cementitious stabilisation agents (OPC CEM II 32.5) for pavement layers				
		(a)	Cement (Subbase)	t			Rate Only
		(b)	Cement (Base)	t	6.5		
C5.4.10			Provision and application of water for curing	kℓ	20		
Total Carried Forward to Summary							

C6.2: SEGMENTAL BLOCK PAVING LAYERS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C6.2.1	C6.2.1.1	.	Segmental block paving Concrete block paving (<i>indicate class, blocks type SA (SABS Approved) and 60mm of blocks</i>)	m ²	210		
C6.2.2			Cast in-situ concrete edge and intermediate beams	m ³			Rate Only
C6.2.3	C6.2.3.1		Provision and application of approved herbicide and ant poison Provision of materials	PC sum	1		4,500.00
	C6.2.3.2		Contractor's charges and profit added to the prime cost sum	%	4,500		
C6.2.4	C6.2.4.1		Re-sanding of joints in segmental block paving Concrete block paving (<i>Double Zig Zag 60mm Grey</i>)	m ²	210		
Total Carried Forward to Summary							

C8.1: PRIME COAT						
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C8.1.1	C8.1.1.1	Prime coat: MC -10 cut-back bitumen	ℓ			Rate Only
	C8.1.1.2	MC -30 cut-back bitumen	ℓ			Rate Only
	C8.1.1.4	Certified product containing solvents (Eco prime, or similar, at application rate of 0,8 l/m ² to 1,0 l/m ²)	ℓ	340.0		
C8.1.2		Aggregate for blinding:				
	C8.1.2.1	Natural sand	m ³			Rate Only
	C8.1.2.2	Crusher sand	m ³			Rate Only
Total Carried Forward to Summary						

C8.8: PATCHING AND EDGE BREAK REPAIR							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C8.8.1	C8.8.1.1		Saw cutting pavement layers for patching Asphalt or bituminous surfacing to an average depth				
		(a)	Not exceeding 50mm	m	160		
		(b)	Exceeding 50mm but not exceeding 100mm	m	20		
C8.8.2	C8.8.2.1		Excavation in existing pavements for patching (non-milling) Asphalt layers				
		(a)	Not exceeding 10 m ² including for edge repairs wider than 250mm	m ³	24		
		(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³	16		
		(c)	Exceeding 50 m ² up to 100 m ² including for edge repairs wider than 250mm	m ³			Rate Only
C8.8.3			Compacting the floor of excavations for patching (93% MDD)	m ²	420		
C8.8.4	C8.8.4.1		Backfilling of excavations for patching with: Chemically stabilized pavement material (<i>G2 material, stabilisation with 3,0% CEM II (32.5) cement</i>) for a patch with a surface area:				
		(a)	Not exceeding 10 m ² including for edge repairs wider than 250mm	m ³	18		
		(b)	Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250mm	m ³			Rate Only
	C8.8.4.3		Asphalt for a patch with a surface area (<i>50/70 penetration grade, compacted to 97% TMRD</i>)				
		(a)	Not exceeding 10 m ² including for edge repairs wider than 250mm	t	50		
C8.8.6	C8.8.6.1		Repairing edge breaks in surfacing Cutting back the edges of the existing surfacing for the repairing of edge breaks	m			Rate Only
	C8.8.6.2		Prime coat (<i>MC-30 cut-back bitumen at 7.5l/m²</i>)	l			Rate Only
	C8.8.6.3		Reconstructing edges using:				
		(a)	Continuously-graded hot asphalt (<i>50/70 penetration grade, compacted to 97% TMRD</i>)	t			Rate Only
Total Carried Forward to Summary							

C9.1: ASPHALT LAYERS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C9.1.3			Application of bond coat				
	C9.1.3.1		Stable-grade 30% net bitumen emulsion as specified. Applied with a calibrated distributor	ℓ	288		
	C9.1.3.2		Applied in restricted areas using a portable pressure sprayer	ℓ			Rate Only
C9.1.4			Asphalt base				
	C9.1.4.1		Rehabilitation				
		(c)	Sand skeletal mixes – continuously graded as defined (50mm thick, 50/70 penetration grade)	t			Rate Only
C9.1.5			Asphalt surfacing				
	C9.1.5.1		New construction				
		(c)	Sand skeletal mixes – continuously graded as defined (30mm thick, 50/70 penetration grade)	m ²	280		
	C9.1.5.2		Rehabilitation				
		(c)	Sand skeletal mixes – continuously graded as defined (30mm thick, 50/70 penetration grade)	t	98		
C9.1.9			Application of rolled in chippings (20mm)				
	C9.1.9.2		By hand in restricted areas				
C9.1.13			Coring of asphalt layers				
	C9.1.13.1		100mm diameter	No	6		
Total Carried Forward to Summary							

C10.1: GENERAL REQUIREMENTS FOR SURFACE TREATMENTS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C10.1.1			GENERAL REQUIREMENTS FOR SURFACE TREATMENTS Single seals including a cover spray, if specified (Grade 1 aggregate):				
	C10.1.1.3	(a)	Using 10 mm aggregate (SE-1)	m ²			Rate Only
	C10.1.1.4	(a)	Using 14 mm aggregate (SE-1)	m ²			Rate Only
C10.1.3			Multiple stone seals including a cover spray, if specified using:				
	C10.1.3.1		20 mm and 10 mm aggregate (<i>Grade 1 aggregate; modified binder Class S-R2 (or S-R1) tack coat and S-E1 penetration coat</i>)	m ²			Rate Only
	C10.1.3.3		14 mm and 7,1 mm aggregate (<i>Grade 1 aggregate; modified binder Class S-R2 (or S-R1) tack coat and S-E1 penetration coat</i>)	m ²			Rate Only
C10.1.9			Bituminous binder variations:				
	C10.1.9.7		Homogeneous modified binder, S-E1, hot applied	litre			Rate Only
C10.1.10			Aggregate variation (grade 1):				
	C10.1.10.3		10 mm aggregate	m ³			Rate Only
	C10.1.10.4		14 mm aggregate	m ³			Rate Only
	C10.1.10.5		20 mm aggregate	m ³			Rate Only
C10.1.11			Application of cover spray:				
	C10.1.11.1		60 % Anionic Stable-grade emulsion	litre			Rate Only
	C10.1.11.2		Diluted 65% Cationic spray-grade emulsion	litre			Rate Only
C10.1.14			Precoating of aggregate using a frontend loader:				
	C10.1.14.1		Product containing low flashpoint solvent (Colecote S or similar approved)	litre			Rate Only
C10.1.21			Slurry and microsurfacing:				
	C10.1.21.1		Conventional slurry (<i>Medium overlay and Stable and Anionic emulsion and grade 1 aggregates</i>)	m ³			Rate Only
	C10.1.21.2		Microsurfacing (<i>Medium overlay and Stable and Anionic emulsion and grade 1 aggregates</i>)	m ³			Rate Only
C10.1.24			Variation in the rate of application of the fine slurry:				
	C10.1.24.1		Fine grade	m ³			Rate Only
	C10.1.24.2		Medium grade	m ³			Rate Only
Total Carried Forward to Summary							

C11.7: ROAD MARKINGS AND ROAD STUDS						
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C11.7.2		Retro-reflective road marking:				
	C11.7.2.1	(a) White lines broken or unbroken (100mm wide)	km	0,45		
		(b) White lines broken or unbroken (150mm wide)	km	0,15		
		(c) White lines broken or unbroken (200mm wide)	km	0,25		
		(d) White lines broken or unbroken (300mm wide)	km	0,5		
	C11.7.2.2	Yellow lines broken or unbroken (150mm wide)	km	0,2		
	C11.7.2.4	White lettering and symbols (paint type indicated)	m ²	40		
	C11.7.2.5	Yellow lettering and symbols (paint type indicated)	m ²	20		
	C11.7.2.7	Transverse lines, painted island and arrestor bed markings (any colour) (paint type indicated)	m ²	60		
C11.7.8		Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	1.1		
Total Carried Forward to Summary						

C11.9: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS						
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C11.9.1		Finishing the road and road reserve:				
	C11.9.1.1	Dual carriageway road	km			Rate Only
	C11.9.1.2	Single carriageway road	km	0.2		
Total Carried Forward to Summary						

C20.1 TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C20.1.2			Special tests requested by the Engineer				
	C20.1.2.2		Employer's contribution to other special tests				
		(a)	Gravel pavement layers compaction and concrete tests	PC sum	1	25,000.00	25,000.00
			(i) Handling costs and profit in respect of item C20.1.2.2(a)	%	25 000		
Total Carried Forward to Summary							

SUMMARY OF SCHEDULE OF QUANTITIES

C2.3 SUMMARY OF PRICING SCHEDULE		
CONTRACT No.: COM117/2025		
SAMORA MACHEL DRIVE AND GRANIET STREET INTERSECTION UPGRADE AND ADDITIONAL RELATED WORKS		
SECTION	DESCRIPTION	AMOUNT
GENERAL		
C1.2	GENERAL REQUIREMENTS AND PROVISIONS	
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
C1.5	ACCOMMODATION OF TRAFFIC	
C1.6	CLEARING AND GRUBBING	
C1.7	LOADING AND HAULING	
SERVICES		
C2.1	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES	
DRAINAGE		
C3.2	CULVERTS	
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS	
EARTHWORKS AND PAVEMENT LAYERS CONSTRUCTION		
C5.1	ROADBED	
C5.3	ROAD PAVEMENT LAYERS	
C5.4	STABILISATION	
CONCRETE LAYERS		
C6.2	SEGMENTAL BLOCK PAVING LAYERS	
PRETREATMENT AND REPAIR EXISTING LAYERS		
C8.1	PRIME COAT	
C8.8	PATCHING AND EDGE BREAK REPAIR	
ASPHALT LAYERS		
C9.1	ASPHALT LAYERS	
SURFACE TREATMENTS		
C10.1	GENERAL REQUIREMENTS FOR SURFACE TREATMENTS	
ANCILLIARY ROAD WORKS		
C11.7	ROAD MARKINGS AND ROAD STUDS	
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	

QUALITY ASSURANCE		
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	
	SUBTOTAL A	
	CONTRACT CONTINGENCIES:	
	2.5% of Subtotal A	
	SUBTOTAL B	
	VALUE ADDED TAX:	
	15% of Subtotal	
	TOTAL CARRIED TO FORM OF OFFER	

PART C3 **SCOPE OF WORKS**

PART C3: SCOPE of WORK

<u>CONTENTS</u>	<u>PAGES</u>
C3.1 DESCRIPTION OF WORKS.....	C3.1-1
C3.1.1 Employer's Objectives	C3.1-1
C3.1.2 Overview of the Works.....	C3.1-1
C3.1.3 Extent of Works.....	C3.1-1
C3.1.4 Location of the Works	C3.1-1
C3.1.5 Temporary Works	C3.1-1
C3.2 ENGINEERING	C3.2-1
C3.2.1 Design	C3.2-1
C3.2.2 Employer's Design	C3.2-1
C3.2.3 Contractor's Design	C3.2-1
C3.2.4 Drawings	C3.2-1
C3.2.5 Design Procedure	C3.2-2
C3.3 PROCUREMENT	C3.3-1
C3.3.1 Preferential Procurement.....	C3.3-1
C3.3.2 Subcontracting	C3.3-1
C3.4 CONSTRUCTION	C3.4-1
C3.4.1 Works Specifications.....	C3.4-1
C3.4.2 Project Specifications Relating to Standard Specifications	C3.4-2
C3.5 MANAGEMENT	C3.5-1
C3.5.1 Management of the Works.....	C3.5-1
C3.6 HEALTH AND SAFETY.....	C3.6-1
C3.6.1 Health and Safety Requirements and Procedures	C3.6-1
C3.6.2 Protection of the Public	C3.6-1
C3.6.3 Barricades and Lighting.....	C3.6-1
C3.6.4 Traffic Control on Roads	C3.6-2
C3.6.5 Measures Against Disease and Epidemics	C3.6-2
C3.6.6 Aids Awareness	C3.6-2

C3.1: DESCRIPTION of WORKS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer intends to widen the intersection of Samora Machel and Graniet Street Mbombela to improve safety and traffic flow. This intersection is located on Samora Machel Drive in the Nelspruit town, falling within Ward 14 of the City of Mbombela in the Ehlanzeni District, Mpumalanga Province.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors. The minimum daily/task rate for general labourers shall be **R43.72 / Hour**.

N.B. All labour rates should be as per current SAFCEC rate. Currently 43.72/h.

C3.1.2 OVERVIEW OF THE WORKS

The contract entails the upgrading or provision of a slip lane at the intersection of Samora Machel Drive and Graniet Street. The upgrading of this intersection aims to improve safety and traffic flow, particularly for heavy vehicles turning left into Graniet Street. The intersection has a high volume of traffic turning left. Additionally, the scope involves the patching of internal streets and the construction of speed humps.

There are numerous existing services that need to be relocated outside the widening of the intersection. These services include underground stormwater, water pipes, electrical cables and traffic lights. The installation of new traffic signals to accommodate the new slip lane does not form part of the current scope. Samora Machel Drive is an important route (Major Arterial) which service the city, where traffic flow interruptions should be limited during construction.

C3.1.3 EXTENT OF WORKS

The approximate length of the slip lane to be constructed is 60m. Samora Machel Drive is a dual carriageway and Graniet Street is a single carriageway. Traffic flow should be maintained during construction for economic purposes.

The pavement design for the slip lane includes the construction of Selected layer, Subbase (C4), Base layer of 150mm (C3) and 30mm thick asphalt as a surface layer.

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- Excavation and exposing of existing services, including relocation of services.
- Traffic management and accommodation.
- Exposing and relocation of existing utility services.
- Clearing and grubbing of the widening.
- Construction of pavement layers (in 150mm thickness) as specified.
- Installation of pre-cast concrete kerbs, concrete edge beam and transition kerbs.
- 30mm asphalt surfacing.
- Re-installation of road signs and permanent road markings.
- Milling and replace of existing surfacing.
- Milling, base correction, and patching of potholes.
- Construction of speed humps including the installation of road signs and road markings,
- Finishing of the road and road reserve.

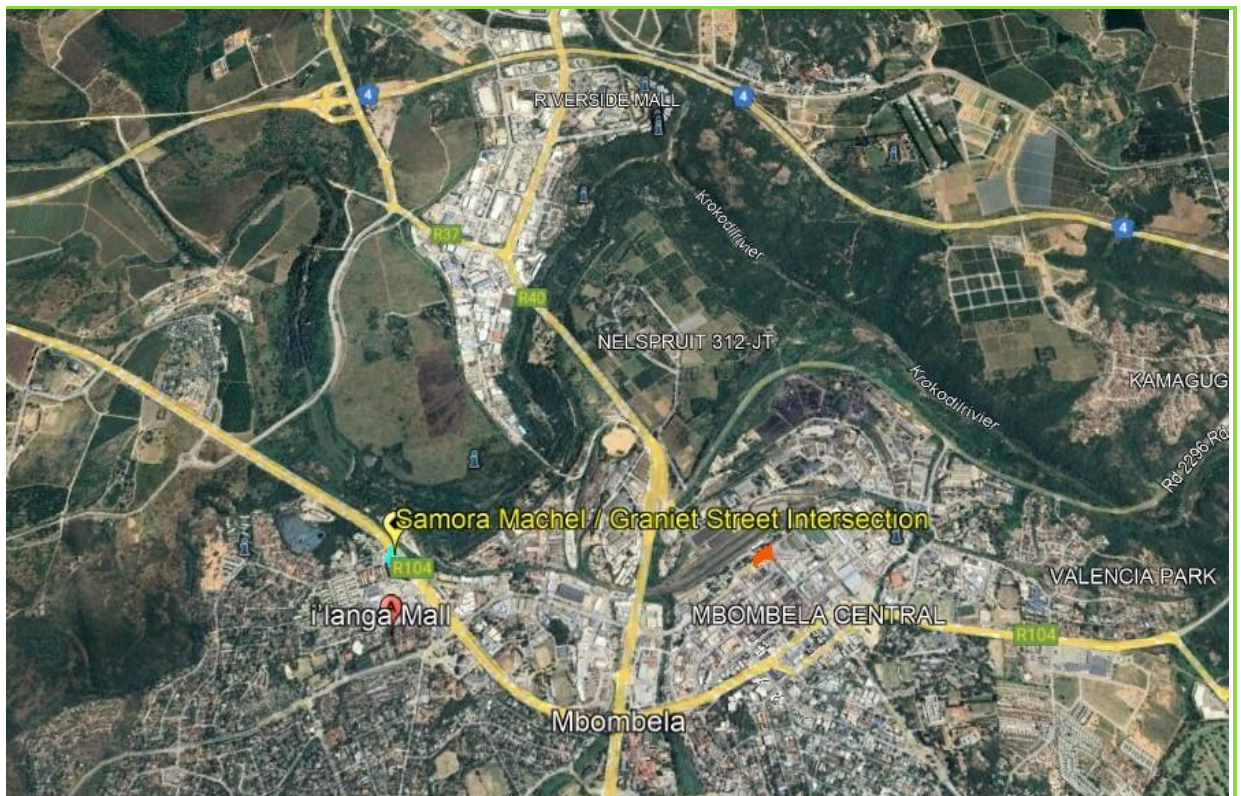
This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 LOCATION OF THE WORKS

The project is located in town, City of Mbombela under the jurisdiction of the Ehlanzeni Region of the Mpumalanga Province. The existing intersection to be upgraded forms part of the road network in Mbombela. The project area falls within Ward 14 of the city. The intersection to be upgraded and the internal streets to be repaired are within Nelspruit town.

The coordinates of the project area are, Lat: **25°28'0.18"S** Long: **30°57'24.05"E**. Samora Machel Drive is a major arterial route and carries medium to high traffic volumes. The intersection requires upgrading and widening to improve safety and traffic flows vehicles turning left, particularly heavy vehicles. Further objectives are to restore the condition of some of the streets, and to extend the life span of the existing infrastructure.



C3.1.5 TEMPORARY WORKS

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, and barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
- e) The camp shall be adequately guarded during or outside working hours.

C3.2: ENGINEERING**C3.2 ENGINEERING****C3.2.1 DESIGN**

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works (if applicable) and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

C3.2.2 EMPLOYER'S DESIGN

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 CONTRACTOR'S DESIGN

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

LIST OF DRAWINGS FOR TENDER PURPOSES:

No	DRAWING NUMBER	DRAWING TITLE	PURPOSE
1	SH-1200/06-00- LOC	LOCALITY PLAN AND LIST OF DRAWINGS - (SHEET 1 OF 1)	FOR TENDER
2	SH-1200/06-20-00-LA	ROAD LAYOUT - (SHEET 1 OF 1)	FOR TENDER
3	SH-1200/06-20-00-RM	ROAD MARKINGS SETTING OUT PLAN - (SHEET 1 OF 1)	FOR TENDER
4	SH-1200/06-20-00-SO	SETTING OUT PLAN - (SHEET 1 OF 1)	FOR TENDER
5	SH-1200/06-21-00-TD	PAVEMENT DESIGN - (SHEET 1 OF 1)	FOR TENDER
6	SH-1200/06-21-01-TD	INTERSECTION TYPE AND SPEED HUMP DETAIL	FOR TENDER

C3.2.5 DESIGN PROCEDURES

Not applicable.

C3.3: PROCUREMENT

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

C3.3.1.2 Resource standard pertaining to targeted procurement

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of subcontracted works for LI items (Labour Rates)

- a) Kerbing – R45 - R50 / m
- b) V – Drains - R80 - R90 /m³
- c) Paving - R55 - R60/ m²
- d) Gabions – R150 - R180/m³
- e) Backfilling water lines – R35 - R40/m³
- f) Erect diamond fence – R60/m
- g) Brick wall – R60 - R80/m²
- h) Guard Rails – R 420 / m
- i) Speed humps – R2,650/ Speed hump
- j) Plastering – R70 – R80/m²
- k) Hiring of Mobile toilets – R2500 – R3000/month

However, local subcontractors should be considered provided they are capable

C3.3.2.2 Preferred subcontractors/suppliers

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

C3.3.2.3 Subcontracting procedures

The contractor is solely responsible for negotiating with local subcontractors.

C3.3.2.4 Attendance on subcontractors

Not applicable.

C3.4: CONSTRUCTION**C3.4 CONSTRUCTION****C3.4.1 WORKS SPECIFICATIONS**

The following specifications shall apply for the construction of the Works.

C3.4.1.1 Standard Specifications

The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition) shall apply for the construction of the Works. The COTO Standard Specifications are available in electronic format from the official website of The National Department of Transport (NDOT) and The South African National Road Agency SOC Limited (SANRAL)

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardised specifications.

The term "Engineer" must be replaced by "Employer's Agent" wherever it appears in these standardised specifications.

C3.4.1.2 National and International Standards

The SANS or BS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be used (OOG-001E), this reference shall be deemed to read "SANS or equivalent standard" and BS or equivalent standard" respectively.

C3.4.1.3 Particular Specifications

The following particular specifications shall apply for the construction of the Works.

Various other specifications specified in the COTO Standard Specifications or the Project Specifications.

Latest Sabita Manual, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

TG2 Second Edition May 2009, "*Technical Guideline for Bitumen Stabilised Materials (BSM)*" issued by the Asphalt Academy.

PS-3 Construction and Management Requirements**3.1. General**

The Contractor is referred to COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (2020 Edition). These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

3.1.1. Drawings

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

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

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

Any information which the Contractor has control over and which is required by the Representative of Engineer to complete the as-built drawings shall be made available to the of Engineer before the completion certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

3.2. Responsibilities for design and construction

3.2.1. Design Engineer

The engineer responsible for the design in accordance with the specifications will be: **Shuma Africa (Pty) Ltd.**

3.3. Planning and Programme (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.2.7; COTO*).

3.3.1. Preliminary programme

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

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

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

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

- a) The Contract period is 3 months. The first month should be for the mobilization, obtaining the work permit and submission of the contractual document. 3 month is for the construction and the last (one month) to attend to the defect for the issuing of the completion certificate. Plant and personnel requirements to complete the project in 16 months must be incorporated in the Tender.
- b) Sourcing of on-site materials for pavement layers.
- c) Involvement of local SMME's.
- d) A high standard of traffic accommodation
- e) The relocation of services (if required)

3.3.2. Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.3 of the General Conditions of Contract 2015.

3.4. Quality Assurance (QA) (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.2.8; COTO*)

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

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

See B1205 below for the arrangement regarding the site laboratory.

4.5 Method Statement

The Contractor will submit a detailed work method statement to be approved by the Engineer prior to commencing with the execution of any of the following work:

- Construction of 30 mm asphalt surfacing.
- Construction of C4 subbase layer (150 mm).
- Construction of G6 subgrade layer (150 mm).
- Installation of concrete kerbing.
- Milling and replacement of existing surfacing.
- Erection of new traffic signs.
- Painting of new road markings and erection of new road signage based on South African Road Traffic Signs Manual (SARTSM).
- Construction of stone pitching and gabion erosion protection.

Method statements should consist of at least (but not restricted to) the following:

Site specific details

Personnel responsible (organogram)

Risk assessment

Prestart checks and information transmittals

Description activities

Sequence activities

Plant details

Staff details

Materials details

Health and Safety considerations

Hold points

Failure to submit an approved work method statement will result in no work commencing for that activity.

3.6. Management and disposal of water (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.5.7.10(b); COTO*)

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

3.7. Earthworks (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Chapter 4; COTO*)

Borrow pits and spoil areas

There is no provision for a borrow pit on this contract, in-situ material will be used for the construction of the low volumed road. Additional material required will be sourced from commercial sources. The Contractor shall be permitted to use only material approved by Employer's Agent.

The spoil sites shall be determined on site in conjunction with Employer's Agent and the local communities. The Contractor shall be permitted to use only those spoil areas approved by Employer's Agent.

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

3.8. Testing (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.2.8, Chapter 1; COTO*)

Process control

The Contractor shall arrange for all tests required for process control to be done to ensure compliance with the requirements of the specifications. The cost of process control is deemed to be included in the rates, and no special pay item is provided for such.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship will be taken into account by the Engineer in his appraisal for acceptance. However, the Engineer shall commission further acceptance control testing by the Engineer's laboratory. The cost of such acceptance control testing is carried by the Employer. The laboratory to be used for conducting acceptance test must be accredited with SANAS.

3.9. Site Establishment (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.3; COTO*)

Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp, the Engineer's personnel and the Engineer's site laboratory, and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The construction site must be along the route under construction with a maximum of 2km away from the road. The Engineer offices, site laboratory and contractor's offices need to be provided for at the same location.

The chosen site shall be subject to the approval of the Engineer and the Community Structures. The Contractor shall conform to all local authority, environmental and industrial regulations.

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

for which these services are required.

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

Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site, unless otherwise approved by the land owner and endorsed by the Community Structure.

The Contractor shall make his own arrangements to house his permanent employees and to transport them to site. The contractor shall also make arrangements regarding transport of local temporary labour to and from site. No additional payment shall be made for transport of labour to and from site, and the rates shall be deemed to include the cost of transportation.

No informal housing or squatting will be allowed on the site.

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

3.10. Survey beacons (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.2.7.2; COTO*)

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

3.11. Services (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.2.7.2; COTO*)

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

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

A provisional amount is included in the bill of quantities for the protection of services and/or relocation thereof.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

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

The drawings indicate of some of the existing services known to the Engineer at the time of tendering. This is by no means a comprehensive inventory, and the contractor shall ascertain the status of existing services.

3.12. Health and Safety (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.2.3.6; COTO*)

3.12.1. General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 07 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4.

3.12.2. Health and Safety Specifications and Plans

a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Part E of the Project Specifications.

b) Tenderer's Health and Safety Plan

The Tenderer shall submit before commencement of his works his own documented Health and Safety Plan for the execution of the works under the contract. The Health and Safety Plan must comply with the employer's specification, at least cover the following:

- i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. pro-active identification of potential hazards and unsafe working conditions;
- iii. provision of a safe working environment and equipment;
- iv. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

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

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

3.12.3. Cost of compliance with the OHSA Construction Regulations

The rates and prices (see pay item C1.2.5.1, C1.2.5.2, Part B of the project specifications) tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as well as the Mine Health and Safety Act as applicable to this contract.

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

3.13. Management of the environment (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.2.3.3; COTO*)

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

a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

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

b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

The contractor shall engage actively in the local fire protection and disaster management structures.

c) Environmental Management Plan

In addition to the above, all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications Part C Section 2, shall be adhered to.

To be highlighted is that it is a requirement of the Record of Decision regarding the Environmental Management Plan that the Employer shall appoint a full time Environmental Control Officer whose duty it shall be to independently monitor compliance with the environmental requirements of the contract and to report to the Employer. The ECO shall be given full access to the site, and shall be invited to all Community Structure and technical project meetings and shall receive all minutes. The ECO shall be skilled in the specific environmental mitigation measures provided for in the scope of works, and shall provide the project technical team with technical guidance. However, the work instructions shall be issued by the Engineer.

3.14. Requirements for Accommodation of Traffic (*Read with Standard Specifications for Road and Bridge Works for South African Road Authorities 2020 Edition Clause A1.5; COTO*)

General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc., have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

PS-4 Labour Intensive Specification**4.1. Labour intensive competencies of supervisory and management staff**

Contractors having a CIDB contractor grading designation of **4SB** and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 4SB, 5SB, 6SB and 7SB shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

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

Employment of unskilled and semi-skilled workers in labour-intensive works.

4.1.1. Requirements for the sourcing and engagement of labour

- 4.1.1.1. Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and the specifications.
- 4.1.1.2. Tasks established by the contractor must be such that:
 - a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 4.1.1.3. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.
- 4.1.1.4. The Contractor shall, through the Community Structure, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income.
- 4.1.1.5. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a) 40% women;
 - b) 20% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.

4.1.2. Specific provisions to training

The skills audit conducted by the Project Steering Committee and the appointed Social Facilitator will inform the Contractor's training programme. The contractor shall hence design a training programme for labour and entrepreneurs and submit it to the Engineer for approval. This programme will be provided by commercial training institutions on a quotation basis. This category of training paid under the contract, must be endorsed by the Engineer prior to the appointment of the training institutions. This category of training shall be only CETA accredited training (NQF levels 1 to 4) covering the courses of special skills, construction supervisors, and construction contractors.

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

An allowance equal to 100% of the daily rate shall be paid by the contractor to workers who attend formal training. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more. The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

Proof of compliance with the requirements of the above must be provided by the Contractor to the Employer prior to submission of the final payment certificate. The payment arrangements for this category of training are set out in part B of the project specifications.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**B1: PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

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

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

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

IN ALL CASES WHERE REFERENCE IS MADE IN COTO TO THE “GENERAL CONDITIONS OF CONTRACT” THIS WILL REFER TO THE “GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS” 3RD EDITION 2015. REFERENCE MADE TO A SPECIFIC CLAUSE IN COTO MUST BE CROSS-REFERENCED FROM THE GCC 2015 TO THE SPECIFIC CLAUSE NUMBER IN GCC 2015.

SECTION A1.1.2 DEFINITIONS

In all cases where “Directorate Transport Planning” appears in the text or in drawings contained in this document it shall be read as “Province of Mpumalanga”.

SECTION A1.2: GENERAL REQUIREMENTS AND PROVISIONS**BA1. PROGRAMME OF WORK****a) General**

Add the following at the end of the fourth paragraph:

Scheme 2 programme is required and specified for this contract.

c) Scheme 2

Delete and replace the following words/ paragraphs:

Replace the first paragraph, second paragraph and third paragraph with the following;

The full programme to be submitted by the Contractor at the start of the contract, within the time limits specified in the Contract. The Engineer will then comment on the Contractor’s full programme and the Contractor shall revise the programme if necessary. The full programmes should be drawn up using the software specified in the Contract Documentation. If no such software is specified, the Contractor should use generally acceptable software intended for the creation of network diagrams and linked bar charts, and which can produce the schedules which may be required in the Contract Documentation. If required, a licenced copy of such software should be provided to the Engineer for the duration of the contract.

BA1. WORKMANSHIP

Add the following:

“The contractor shall submit the quality assurance plan and systems he proposes using in accordance with Clause A1.2.8.1 read in conjunction with Chapter 20 of this Standard Specification to the Engineer before Commencement of the Works as per Clause 5.3.1 of GCC2015. Once accepted it shall not be deviated from unless written notification of proposed changes have similarly been submitted and approved. The system shall record lines and levels of responsibility and indicate the method by which testing procedures will be conducted.”

Add the following to the end of this clause:

“The Engineer shall for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of Clause A1.2.8.2 of the standard specifications. 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.

BA1. THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Add the following at the end of the fifth paragraph:

“Road markings, particularly overtaking barrier lines are also elements of the road that require proper setting out. The contractor shall provide the Engineer that critical reference points have been satisfactorily recorded for later reinstatement before any work may commence that will obliterate the existing markings for road rehabilitation projects.”

BC1. PAYMENT FOR MATERIAL ON THE SITE

Delete and replace the words in the first paragraph:

“the Contract Documentation” in the first sentence of the first paragraph with accordance with Clause 6.10.2 of the General Conditions of Contract for construction works 2015.

BA1. EXTENSION OF TIME FOR DELAYS CAUSED BY RAINFALL

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 first line of the first paragraph change 'clause 45' to read sub-clause 5.12' 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:

"Extension of time resulting from rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The 'n' value of working days, as specified in this clause as being the expected delays for which the contractor must make allowance in his programme, have been calculated from the figures given in Table B1215/1 below.

TABLE B1215/1: AVERAGE DELAYS DUE TO INCLEMENT WEATHER

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
"n" days	8	6	8	3	2	1	1	1	1	4	5	7

Table BA1215/1: Rainfall records

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013				73	16.8	0.4	4.8=	0.0=	19.6	106.6	81.8	194.2
2014	89.4	93.4	339.4	50.6	0.2	0.2	2.2	17.6	0.2	41	42.6	3.2
2016	40	19.6	118	6.8	9.2	0.6	24.6	0.6	45.6	11	101.8	128.8
2017	257.6	78.6	14.8=	30.4	60.2	2.6	7.2	9.2	0	4.8=	69	76.4
2018	87	117	43	27.6	35.4	1.6	0.2=	6.6=	1.6	41.8	18.2	96.4
2018	87	117	43	27.6	35.4	1.6	0.2=	6.6=	1.6	41.8	18.2	96.4
Aver age	113.96	80.8	122.16	41.67	20.3	1.17	6.50	6.53	15.1	48.3	65.3	106.17

The number of rain-related delays is the average number of days on which (20mm) of rain or more has been measured by the weather station at Komatidraai over the last 7 years. Other inclement weather delays for which the contractor must make allowance in his programme have been derived from previous experience of wind and temperature influence on similar construction in the area of the site. Actual extensions of time due to inclement weather shall be agreed between the Employer's agent's and the contractor's representatives on the site. The agreed whole days or parts thereof shall be recorded at the monthly site meetings.

B1219: WATER

Add the following:

"Water for use on site other than municipal, shall be subject to the required permit from DWAF. This shall include such extraction points as rivers, dams, streams, and boreholes." Table B1219, shows the classification of water used in construction.

BA1. THE HANDING-OVER OF THE SITE OF THE WORKS

Add the following:

The full extent of the site of the works will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

BA1. ENVIRONMENTAL MANAGEMENT

Add the following after the sixth paragraph:

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

- a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- b) The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer.
- c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer.
- d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances be allowed.
- e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.
- f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed authorised disposal facilities.
- h) Clearing shall be limited to the road prism and, where applicable, detours, which shall be sited in consultation with the Engineer and the local communities.
- g) k) The Environmental Management Plan included as Part C Section C3.3 of the Particular Specifications provides further detail regarding the sensitivity of the area and the requirements regarding mitigating the impact of the construction process, which shall be observed by the Contractor. Other than the pay items provided for in Schedule E of the Bill of Quantities or elsewhere, no other additional payment shall be made to the Contractor for complying with the Environmental Management Specification and Plan. Costs involved in order to comply with these shall be regarded to be included in other rates.

BA1. WORKMEN'S COMPENSATION ACT

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

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

BA1. CARE OF WORKS, DAMAGE, INJURY AND INSURANCE

Compliance with Road Traffic Act:

When a service necessitates vehicles or plant travelling or working on a public road the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he is driving or operating.

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic.

The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

SECTION C1.2: GENERAL REQUIREMENTS AND PROVISIONS**PART C: MEASUREMENT AND PAYMENT**

Item	Unit
BC1.2.10: Training	
a) CETA accredited training	Prov Sum
b) Venue	Prov Sum
c) Contractor's handling costs, profit and all other charges in respect of item C1.2.10 (a) and (b) %	

This payment item covers the cost of all CETA accredited training provided for locally sourced labourers. The sum covers the cost of paying for the commercial training service provider, for the venue, and for stationary etc.

Progress payments shall be considered by the Engineer. Payment of 50% of the amount quoted shall be kept in retention until such time as training certificates have been duly issued by the service provider.

No progress payment shall be considered for this item. This amount shall be payable only after all certificates have been issued to trainees.

The Contractor's cost in respect of all expenditure on training shall be covered under the items provided.

BC 1.2.11: Stakeholder and Community Liaison and Social Facilitation

Item	Unit
(a) Community Liaison Officer and PLC support	Prime Cost (PC)
(b) Handling cost and profit in respect of sub-item BC 1.2.11(a)	%

The prime cost sum for item BC 1.2.11(a) shall cover the direct costs incurred by attending members of the PLC and the payment of the Community Liaison Officer (CLO). The tendered percentage for sub-item BC 1.2.11(b) shall include full compensation for all handling costs and profit of the Contractor associated with sub-item BC 1.2.11(a).

The liaison with, and assistance provided by the Contractor to the PLC to perform its duties shall not be paid from the prime cost sum. The Contractor's costs to liaise with the PLC and render such assistance shall be deemed to have been included in its rate offered for pay sub-item C1.3.1.3 Time Related Obligations.

SECTION C1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS**PART C: MEASUREMENT AND PAYMENT**

Add the following at the end of Item C1.3.1.

"..... and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

Add the following:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one portable chemical latrine unit for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the Engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations.

Tenderers shall allow under the rates in this section for the costs involved in complying with the health and safety requirements".

SECTION C1.5: ACCOMMODATION OF TRAFFIC**PART C: MEASUREMENT AND PAYMENT**

Amend the following pay items:

Item	Description	Unit
BC1.5.7.1	Delineators including mounting bases and ballast:	
(a)	Single sided, reversible left or right	No
(b)	Single sided, reversible left or right	No
BC1.5.7.2	Traffic cones, minimum height 750 mm	No

The unit of measurement for items BC1.5.7.1(a), BC1.5.7.1(b) and BC1.5.7.2 shall be the number of delineators or traffic cones used on site. The contract rates shall include full compensation for the provision, placing and relocation of delineators and traffic cones as often as required factoring the risk of replacing in case of damages.

Payment for these items shall only be made once when they are first provided on site regardless of how many times they are repositioned and reused during the construction of the Works

C3.5: MANAGEMENT**C3.5 MANAGEMENT****C3.5.1 MANAGEMENT OF THE WORKS****C3.5.1.1 Applicable SANS and SABS Standards**

The COTO (2020 Edition) Standardized Specifications listed in C3.4.1.1 are applicable.

C3.5.1.2 Particular/Generic Specifications

Not applicable.

C3.5.1.3 Methods and Procedures**(a) Maintenance of access and streets**

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item 15.01 in the Bill of Quantities.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

(b) Blasting operation

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or weekdays after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated.

(c) Normal working hours

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

(d) Interference with municipal staff and operations

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

(e) Access for other contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

(f) Giving notice of work to be covered up

The Contractor shall give the Engineer at least 24 hours' notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

(g) Sequence of the works

The Contractor shall execute the Works in accordance with the approved programme.

C3.5.1.4 Quality plans and control (Testing)

Refer to Section C3.4.2.5(b).

C3.5.1.5 Environmental Management Plan (EMP)**(a) Demarcation of the site**

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

(b) Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date.

(c) Fencing of site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

(d) Workshops

All workshops shall be located inside the demarcated construction camp area as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

(e) Eating areas

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Engineer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well-maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

(f) Watchmen

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

(g) Ablution facilities

The exact location of toilets shall be approved by the Engineer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Engineer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

(h) Solid waste

"Solid waste" refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

(i) Wastewater

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

(j) Fuel storage area

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

(k) Concrete batching area

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Engineer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

(l) Equipment maintenance and storage

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

(m) Materials handling, use and storage

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Engineer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

Where possible, the Contractor shall ensure that the refueling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Engineer to refuel at any other place. Contaminated material and wastewater at the refueling area shall be contained and disposed of correctly.

(n) Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Engineer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

(o) Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

C3.5.1.6 Planning and programming

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

C3.5.1.7 Other Contractors on site

No other road construction contractors will be on site during the implementation of the project.

C3.5.1.8 Recording of weather

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

C3.5.1.9 Format of communications

All communication regarding the Contract shall be channelled through the Engineer or his representative.

C3.5.1.10 Planning and programming

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

C3.5.1.11 Daily records

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.

C3.6: HEALTH AND SAFETY**C3.6 HEALTH AND SAFETY****C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

Before starting work on site, the Contractor shall present to the Engineer his site-specific Health and Safety Plan for approval. He shall also appoint a professional Health and Safety Officer (registered with SACPCMP) in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 and Regulation Gazette No 10113 of 27 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 5(1)) of the Construction Regulations 2014.

The Contractor shall in terms of regulation 7(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.6.2 PROTECTION OF THE PUBLIC

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

C3.6.3 BARRICADES AND LIGHTING

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

C3.6.4 TRAFFIC CONTROL ON ROADS

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

C3.6.5 AIDS AWARENESS

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

PART C4 **SITE INFORMATION**

PART C4: SITE INFORMATION**GENERAL**

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

CONTENTS

- SI1 Site location**
- SI2 Climatic Condition**
- SI3 Geotechnical Investigation**
- SI4 Photographs of existing information**

SI 1 project Location

1.1 Site Location

The project is located in town, City of Mbombela under the jurisdiction of the Ehlanzeni Region of the Mpumalanga Province. The existing intersection to be upgraded forms part of the road network in Mbombela. The project area falls within Ward 14 of the city. The intersection to be upgraded and the streets to be repaired are within Nelspruit town.

The coordinates of the project area are, Lat: **25°28'0.18"S** Long: **30°57'24.05"E**. Samora Machel Drive is a major arterial route and carries medium to high traffic volumes. The intersection requires upgrading and widening to improve safety and traffic flows vehicles turning left, particularly heavy vehicles. Further objectives are to restore the condition of some of the streets, and to extend the life span of the existing infrastructure. The identified streets are critical for the City's Street network of the city and the level of service on these streets.

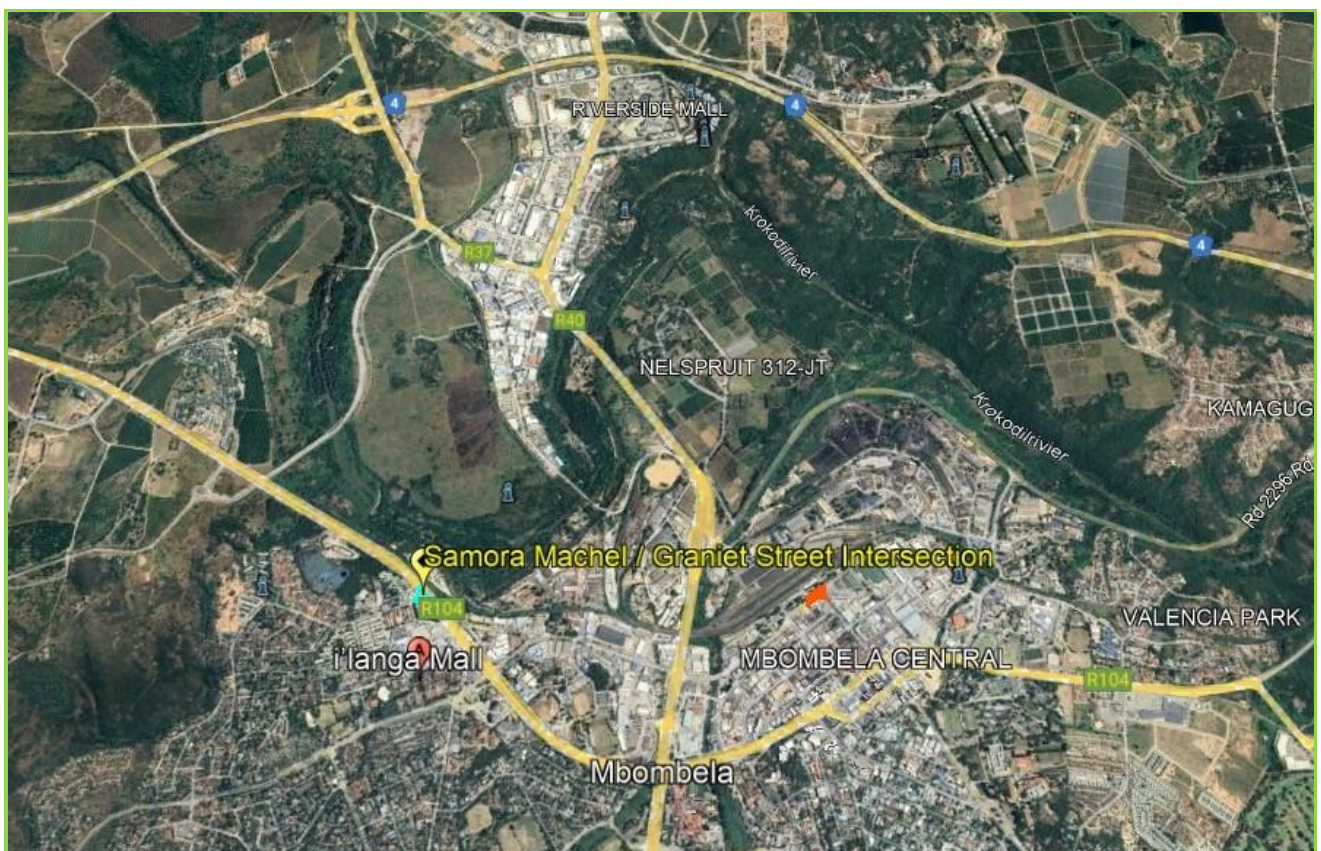


Figure 1: Locality Plan of the Project

SI 2 Climatic Condition

The climate of the project area is Savana Biome climate characterized by seasonal precipitation and sub-tropical thermal regimes with no frost. The mean daily maximum temperatures for summer months are between 26° C and 32° C. In winter, the daily minimum temperatures remain above 10° C. The area receives the lowest rainfall (2mm) in June and the highest (119mm) in December.

According to the Weinert, 1980, the area has a climatic "N" value of 2.2 which is associated with humid warm areas and a surplus of water, where chemical decomposition is the predominant rock weathering mode.

Soils derived from the decomposition of bedrock of the area are associated with the following engineering properties:

- High permeability
- Uneven bedrock
- High erodibility
- Unstable slopes
- Semi-pervious to pervious soils
- Good compaction and workability

3.1 Dynamic Cone Penetrometer (DCP) Test

Two (2) Dynamic Cone Penetrometer (DCP) tests were conducted adjacent to the test pits on both Samara Machel Drive and Graniet Street in order to measure the penetration per blow into the existing pavement. This penetration measure is a function of the in-situ shear strength of the material and the profile gives an indication of the in-situ properties of the materials in all the soil profiles.

A correlation exists between DCP measurements and California Bearing Ratio (CBR) of granular materials. The maximum penetration depth reached by each DCP position was below 1m from the existing surface. The DCP results are as presented in **Table 2** below. The analysis of the DCP results are based on assumption that the depth of the existing pavement profile is 500mm.

Refusal to penetrate the soil may be attributed to the presence of bedrock. Refusal is observed at a depth of 900mm below the existing surface on both pavements.

Where penetration to maximum depth of the DCP was achieved, it is observed that the CBR values are generally alternate between high and very low values with increased penetration depth. This is attributed to a change and an uneven moisture content in the pavement where the tests were conducted. Further, this indicated an uneven consistency within the pavement.

DCP	TP No	In-situ C.B.R at following depths in mm									
		1-150	150-300	301-450	451-600	601-750	751-900	901-1050	1051-1200	1201-1350	1351-1500
1	TP01	65	39	32	19	27	40	Refusal			
2	TP02	70	53	28	17	43	43	Refusal			

Table 1: Summary of the DCP test results

3.2 Californian Barring Ratio (CBR) Test

Two (2) test pits were excavated to depth of 450mm on the existing pavement the CBR results are indicated below.

CBR	TP No.	Depth	Description	100	97	95	93	90	COLTO
1	TP01	40 - 150	Brown Well Graded silty sand	-	-	-	-	-	-
		150 - 350	Dark Redish Brown silty sand	52	34	26	20	13	G6
		350 - 500	Brown poorly graded sand	50	33	25	19	13	G6
2	TP02	300 - 500	Yellowish Brown silty sand	49	39	33	25	17	G6

3.3 Borrow Pit Investigation

There is no borrow pit allowed on this project. The material required for this widening of the intersection is minimal and any additional material will be procured from commercial sources. G5 quality material has been specified for the selected layers and stabilised base, whereas G1 has been specified for the basecourse. Additional G5 material will be required from commercial sources to build the gravel shoulders.

SI 4 Photographs of existing information



Figure 4: Surface defects caused by excess moisture in the old pavement



Figure 7: Severe surface defects, cracks and potholes along road



Figure 2: Severe cracks and defects caused by turning movement of heavy vehicles



Figure 3: Severe cracks and defects on the old pavement caused by heavy vehicles

ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**CONTENTS**

PARTICULAR SPECIFICATIONS	A-1
AGREEMENT OCCUPATIONAL HEALTH AND SAFETY	A-10
CONTRACTOR'S HEALTH AND SAFETY DECLARATION	A-13 PRO
FORMA NOTIFICATION	A-16

PARTICULAR SPECIFICATIONS

SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

OHS 1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations **and the Occupational Health and Safety Measures in Workplaces**.

In terms of the OHSA Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993, the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

OHS 2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" is therefore interchangeable and shall be read in the context of the relevant document.

- (b) "**Contractor**" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract.

In this specification the terms "**principal contractor**" and "**contractor**" are replaced with "**Contractor**" and "**subcontractor**" respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) "**Engineer**" were used in this specification, means the **Employer's Agent** as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

OHS 3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS 4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

OHS 5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

OHS 7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (v) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

OHS 8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

OHS 9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (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 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (2014), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2014) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2014) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

OHS 10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) **Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) **Records and Registers**

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between.....

(hereinafter called the EMPLOYER of the one part, herein represented by:

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

in his capacity as:

.....

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

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

in his capacity as:

..... duly authorised to
sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT:

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract).

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
.....
.....
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:
5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

NOTIFICATION OF CONSTRUCTION WORK

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

- (b) Name and tel. pf principal contractor's contact person:

2. Principal contactor's compensation registration number:

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

- (b) Name and tel. no of clients contact person or agent:

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

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

6. Name /s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female _____

12. Planned number of contractors on the construction:

13. Name (s) of contractors already selected.

Principal Contractor

Date

Client's Agent (where
applicable)

Date

Client

Date

**AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK AND EACH
PAGE AND ANY CHANGE MADE TO BE INITIALLED**

Occupational Health & Safety Act of 1993 and Construction Regulations 2014

Requirements:

1. Your attention is drawn to "General Duties of Employers to their Employees" as required by Section 8 of the Act
2. You are required to:
 - 2.1 Sign a written "Agreement with Mandatory" as required by Sect 37(1)) 2) of the Act before commencing any work on site.
 - 2.2 Ensure that all your employees receive the necessary Induction Training and have proof of thereof.
Note: *You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.*
 - 2.3 Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 30.
 - 2.4 Provide the Client with your SHE Plan.
 - 2.5 Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available.
 - 2.6 Provide the Client with written appointment of the person who is going to supervise the construction per Construction Reg. 8(7).
 - 2.7 Provide the Client with written designation of your nominated Health & Safety Representative as per Section 17(1). **Note:** *Your Health & Safety Representative will be expected to attend the Client safety meetings.*
 - 2.8 If you employ more than five (5) persons, you are required to provide your own First Aid Box GSR 3(2).
 - 2.9 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4).
Note: *If you have difficulty in complying with items 2.7 & 2.8 above, you may arrange/come to an agreement with the Client to make use of his First Aid facilities in case of injury. You will be expected to communicate such an agreement to your employees.*
 - 2.10 When working with Hazardous Chemical Substances, comply with HCS Reg. 3. **Note:** Asbestos and Lead Regulations are separate.
 - 2.11 When using a Materials Hoist, comply with the requirements of Construction Reg. 19.
 - 2.12 When using Lifting Machines & Lifting Tackle, comply with DMR. 18.
Note: *You may be required to appoint a Banksman to control Lifting / Slinging operations.*
 - 2.13 When erecting / using Scaffolding comply with the requirements of SANS 10085 "Access Scaffolding".
 - 2.14 When erecting / using Suspended Platforms comply with the requirements of Construction Reg. 17.
 - 2.15 When doing Demolition Work, comply with Construction Reg. 14.
 - 2.16 When doing Blasting to comply with Explosives Regulations Chapter 10.
 - 2.17 When doing Excavation Work, comply with Construction Reg. 13.
 - 2.18 When doing Electrical Installations, comply with the requirements of Construction Reg. 24.
Note: *Electrician to provide copy of registration as per Elect. Install. Reg. 9(3).*
 - 2.19 When using Construction Vehicles, comply with Construction Reg. 23.
 - 2.20 When using / erecting Temporary Works, comply with Construction Reg. 12.
 - 2.21 When working over or in close proximity to Water, comply with Construction Reg. 26.
 - 2.22 Ensure that good Housekeeping, Stacking & Storage principles are applied on this project as per Construction Reg. 27 & 28.
 - 2.23 Ensure that appropriate measures are taken to avoid the risk of Fire / Explosion and comply with requirements of Construction Reg. 29.
 - 2.24 If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per requirements of Construction Reg. 10.

2.25 When using Explosive Powered Tools, comply with GSR 19.

2.26 When Welding, Flame Cutting / Soldering, comply with GSR 9.

2.27 When working in Confined Spaces, comply with GSR 5.

3 You are responsible for providing your own **legal safety documents** and **registers** to comply with the Act's requirements. *A copy of the OHS Act of 1993 and the Construction Regulations 2014 will be available for perusal in the Client's site office.*

4 You are required to comply with General Safety Regulation 2(1) to (7) and provide your employees with personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety harnesses, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.

5 Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 8 (Also see Sect 24 of the Act).

6. Compensation for Occupational Injuries & Diseases Act (No 130 of 1993). You are required to provide the Client/Client with proof of registration with the Compensation Commissioner/Federated Employer(s) Mutual when signing this agreement. If you are not registered, the Client/Client may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. **See Section 80 & 89 of the COID Act.**

Signature: _____ Signature: _____
(Client) (Principal Contractor)

AGREEMENT WITH MANDATARY

In terms of Section 37(1) and (2)

Definition of Mandatary

☐ Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user

Section 37(1) Whenever an employee does or omits to do any act, which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proved that-

(a) in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;

(b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and

(c) all reasonable steps were taken by the employer or any such user to prevent any act or mission of the kind in question, the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

Section 37(2) The provisions of subsection (1) shall *mutatis mutandis* apply in the case of a mandatary of any employer or user, **except if the parties have agreed in writing to the arrangements and procedures between them** to ensure compliance by the mandatary with the provisions of this Act.

ACCEPTANCE OF MANDATARY

In terms of the provisions of Section 37(2) of the Occupational Health & Safety Act 1993

I, _____

acting for and on behalf of

(Company/Close Corporation/
Enterprise/Owner /User) undertake to ensure that the requirements and provisions of the Act and Regulations
are complied with.

Signature: _____ Print Name: _____
(Principal Contractor)

Designation: _____ Date: _____

Mandatory-Workmen's Compensation/Federated Employers Mutual No.: _____

A copy of company/Close corporation "Letter of Good Standing" to be attached.

Signature: _____ Print Name: _____
(Client)

Designation: _____ Date: _____

Company: _____

Project / Site: _____

CLIENT

Construction Regulation 5

5(1) A client must:

- (a) prepare a baseline risk assessment for an intended construction work project;
- (b) prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a)

(k) to appoint each Principal Contractor in writing for the project or part thereof on a construction site

APPOINTMENT

I (Client), _____

of: (Company) _____

appoint (Name): _____

as the Principal Contractor for PROJECT/SITE:

CONSTRUCTION COMPANY / CLOSE CORPORATION:

Your attention is drawn to the following requirements:

1. Ensure that the Provincial Director is notified of the intended construction work.
2. Provide the Client with a suitable and sufficiently documented health & safety plan, based on the Client's documented H & S specifications.
3. Take reasonable steps to ensure co-operation between all contractors so as to enable compliance with the Construction Regulations.
4. Provide appointed Contractors with the applicable sections of the health & safety specifications pertaining to their work.
5. Appoint each Contractor in writing for the construction work he/she has to carry out.
6. Take reasonable steps to ensure compliance by Contractors which shall include monthly safety audits
7. Stop any Contractor from executing work which is not in compliance with safety specifications or poses a threat to other persons.
8. Ensure that where changes are brought about to the design / construction, sufficient health & safety information and appropriate resources are made available to Contractors to execute their work safely.
9. Ensure that every Contractor is registered and in good standing with the Compensation Commissioner.
10. Ensure that potential Contractors, submitting tenders have made provision for the cost for health & safety during construction.
11. Ensure that a health & safety file, with all documentation required in terms of the Act & Regulations is open & kept available on site.
12. Keep a comprehensive and updated list of all Contractors accountable to the Client; as well as all agreements between the parties and the type of work to be done.
13. On completion of construction work, hand over a consolidated health & safety file to the Client.
14. Notify the Client of all incidents that have to be reported, recorded and investigated as per Sec. 24 of the Act and Gen. Adm. Reg. 8.
15. Ensure that method statements, risk assessments and safe work procedures are in place before commencement of construction work.
16. Ensure that all employees, including those of Contractors, undergo health & safety induction training pertaining to the construction hazards and be in possession of proof of the health & safety induction training given.

Signature: _____ Date: _____

(Client)

Designation: _____

ACCEPTANCE OF APPOINTMENT

I, _____ Designation: _____
(Principal Contractor) hereby
accept the requirements of this appointment.

Signature: _____

Date: _____

BASELINE	RISK	ASSESSMENT
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RISK ASSESSOR

SIGNATURE

DATE

A		INJURY ASSESSMENT			RISK RATING		
				RISK CLASSIFICATION		RISK VALUED	
0	No Injury			Critical		32 – 40	
2	Minor Laceration or Wound (First Aid)			High		16 – 32	
4	More Severe Injury Requiring Medical Assistance			Medium		6 – 16	
8	Serious Injuries, Broken Bones, Amputation, Trauma			Low		0 – 16	
10	Loss of Life						
B		FREQUENCY OF OCCURRENCE		ACTION REQUIRED		CONSIDER	
0	No Occurrence			Critical		Intolerable	
2	Occurs Seldom					Change Method	
4	Occurs Occasionally					Transfer Risk	
8	Occurs Often						
10	Could / Has Happened						
C		POTENTIAL DAMAGE / LOSS					
0	No Damage						
2	Minor Damage						
4	Medium Damage / Loss, Short Stoppage (Repaired On Site)						
8	More Serious Damage / Loss Delay						
10	Severe Damage / Loss & Long Term Delay						
D		ENVIRONMENT					

0 2 4 8 10	No Effect Minor Effect Serious Effect (Short Term) Very Serious Effect (Long Term) Catastrophic Effect	Low	Close Out/Competent Supervision Special Training/Certification Method Statement/ R.A/SWP PTO/Permits Required	Good Instruction
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NO	ACTIVITIES	RISKS	HAZARDS	CONTROL MEASURES
1.	Site establishment	<ul style="list-style-type: none"> - Loading and offloading of equipment on trucks (offices). - Snake - Poor stacking and storage - Electrical maintenance 	<ul style="list-style-type: none"> - Tripping and falling off the truck, falling equipment from the truck if not loaded correctly, Manual handling of equipment (Back pain), and Hand cuts from handling hand tools. - Snake bites which could lead to death - Collapsing of stacked material resulting in property damage, injuries or even death - Electric shock / Fire 	<ul style="list-style-type: none"> - Training and supervision - Wearing correct PPE e.g. Gloves - Site Safety Induction Training inclusive of snake awareness training. - Supervision - Qualified and certified personnel to handle site electrical maintenance. - Placing of fire equipment in strategic areas of the site.
2.	Site security	<ul style="list-style-type: none"> - Unsecured site offices - Unauthorised entrance to site office 	<ul style="list-style-type: none"> - Theft - Injury 	<ul style="list-style-type: none"> - Hire an accredited security company to secure our site offices and plant that is on site e.g., excavators, day and night.
3.	Housekeeping / Hygiene	<ul style="list-style-type: none"> - Littering at the site office and on the construction zone - Uncleansed site offices 	<ul style="list-style-type: none"> - Ground pollution, water pollution. - Office dust that can be inhaled and can cause lung or throat irritation/infection. 	<ul style="list-style-type: none"> - Dust bins will be placed strategically in the site camp, all litter to be transported from construction zone to the site camp dust bins. - A daily cleaner will be hired to clean and keep the offices clean to promote good housekeeping principles. - The interior of company vehicles to be cleaned on a daily basis and the exterior to be cleaned a minimum of two times a week.

		- Dirty company vehicles/plant	- Dust that can be inhaled and can cause lung or throat infection.	
4.	Outside work	- Heat - Cold	- Heat stroke / Skin irritation - Flue	- Heat Toolbox talk – sunscreen, drinking water. - Toolbox talk - Dressing warm.

5.	Using Portable powered tools	- Mishandling of portable powered tools	- Injuries	- Portable powered tool SWP training and supervision.
6.	Using hand tools	- Broken hand tools handles	- Hand cuts	- Training, inspection, PPE - Gloves
7.	Locating existing services	- Damaging existing services cutting electricity cables, sewerage mains and water pipes	- Electric shock - Ground, water and air pollution from cut sewerage mains Waste of water	- Requesting drawings from the local municipality that outlines the existing services underground. - All pipes that will be cut shall be fixed as soon as possible to avoid further leakage. - Supervision
8.	Traffic accommodation	- Poor placing of temporary road signs - No flagman or placing of untrained flagman	- Car accidents leading to property damage (vehicles/plant), injuries or fatalities. - Car accidents leading to property damage (vehicles/plant), injuries or fatalities	- Traffic Management Plan should be drafted and all employees should be trained, a traffic safety officer shall be employed to implement the plan and enforce it on site. - All flagman shall be internally trained and write an exam, only those who pass the exam will qualify to flag on site. - Supervision
9.	Clearing and grubbing (road side and borrow pit/s) using excavators or TLB	- Snake - Dust - Unauthorised or unqualified person operating plant	- Snake bites which could lead to death - Inhalation could lead to internal organs infection Property damage and injuries/fatalities	- Snake awareness training - Dust Masks - Supervision

10.	Excavating using an Excavator and/ TLB	<ul style="list-style-type: none"> - Unauthorised or unqualified person operating plant - Operator working on elevated position 	<ul style="list-style-type: none"> - Property damage and injuries/fatalities - Slipping and falling when getting on or off the plant. 	<ul style="list-style-type: none"> - Training and supervision - Training FAS and supervision
11.	Excavations /trenches	<ul style="list-style-type: none"> - Deep excavations /trenches 	<ul style="list-style-type: none"> - People and animals falling into the excavation. - Excavation collapsing 	<ul style="list-style-type: none"> - All excavations to be barricaded with a barricading net and signs to be posted warning the public of these excavations/trenches. - All excavations to be shored and slopes reduced
12.	Loading soil material into tipper trucks	<ul style="list-style-type: none"> - Overloading of material 	<ul style="list-style-type: none"> - Material falling off the road - polluting the road. - Material falling and damaging the public's vehicles 	<ul style="list-style-type: none"> - Training and supervision - Training and supervision
13.	Backfilling using a TLB/Front end loader	<ul style="list-style-type: none"> - Children/animals playing next to the construction zone 	<ul style="list-style-type: none"> - TLB burying a child while levelling or backfilling material 	<ul style="list-style-type: none"> - Construction zone shall be barricaded using barricading nets and a flag lady shall be placed to observe the area.
14.	Stabilization	<ul style="list-style-type: none"> - Kids/animals playing next to the construction zone - Cement dust 	<ul style="list-style-type: none"> - Run over by construction plant leading to injuries or death. - Inhalation of cement causing internal infections 	<ul style="list-style-type: none"> - Construction zone shall be barricaded using barricading nets and a flag lady shall be placed to observe the area. - Dust masks
15.	Concrete mixing	<ul style="list-style-type: none"> - Unauthorised or untrained person using the concrete mixer - Cement dust 	<ul style="list-style-type: none"> - Machine damage - Inhalation of cement causing internal infections 	<ul style="list-style-type: none"> - Training and supervision - Daily inspection of mixer. - Dust masks
16.	HCS storage	<ul style="list-style-type: none"> - Mixing HCS and general tools or Flammables 	<ul style="list-style-type: none"> - Fire - HCS spillage 	<ul style="list-style-type: none"> - Separate storage - Fire extinguisher - Signage - Spill kit

				- Tools register
17.	Site de-establishment	<ul style="list-style-type: none"> - Cutting electricity cables when disconnecting - Littering 	<ul style="list-style-type: none"> - Electric shock - Littering 	<ul style="list-style-type: none"> - A qualified electrician is to be used. - Rubbish bins
18.	Construction Vehicle / Plant operation during the course of the project	<ul style="list-style-type: none"> - Speeding / Reckless driving of company vehicles and plant. - Visibility 	<ul style="list-style-type: none"> - Car accidents when driving of public road that can lead to injuries, death or property damage. - Car accidents. 	<ul style="list-style-type: none"> - Training on how to operate company vehicles during working hours at 40km/hr. - All company vehicles /Plant to operate with a rotating light and headlights on dim during working hours.
		<ul style="list-style-type: none"> - Lack of Supervision - Unmaintained company vehicles and plant - Unauthorised or unqualified person operating plant 	<ul style="list-style-type: none"> - Running over people/ animals /property during construction hours. - Breakdowns - Car accidents that could lead to injuries, death or property damage. 	<ul style="list-style-type: none"> - Where the view of the operator is obstructed, a flag lady/man is to be allocated to ensure that no accidents take place. - Daily vehicle / plant checklists to be conducted by operators and regular maintenance of vehicles / plant shall be implemented. - Only certified and appointed operators shall operate or drive company vehicles.

ACTIVITIES		POTENTIAL HAZARDS	RISK	RISK EVALUATION					PREVENTATIVE & CONTROL MEASURES
NO		(potential substandard conditions and acts)	(Resulting from the hazards)	A	B	C	D	R	
19.	Site establishment	<ul style="list-style-type: none"> - Falling of office containers while offloading - Slipping and falling off the truck - Manual handling - Damaged tools 	<ul style="list-style-type: none"> - Property damage or serious injuries - Serious Injuries - Back pain - Hand cuts 	10	2	10	0	22H	<ul style="list-style-type: none"> - Competent Truck driver to offload - containers from truck - Truck must have steps - Manual Handling Training and supervision - Daily tool inspection & Gloves
		- Snake	- Snake bites which could lead to serious injuries or death	8	2	8	0	18H	- Site Safety Induction Training inclusive of snake awareness training.
		- Poor stacking and storage	- Collapsing of stacked material resulting in property damage, serious injuries	8	4	8	0	20H	- Stacking supervisor to be appointed/ continuous supervision / 3:1 stacking principle to be followed / all stacks to be barricaded.
		- Electrical maintenance – damaged cables	<ul style="list-style-type: none"> - Electrocution causing serious injuries/death - Fire causing property damage - Fire causing burns/serious injuries/death - Fire causing fumes (inhalation of fumes causing internal organs infection) Burning of surrounding trees 	8	4	8	8	28H	<ul style="list-style-type: none"> - Qualified and certified personnel to handle site electrical maintenance. - Placing of fire equipment in strategic areas of the site. Electrical Installations Inspection
20.	Site security	<ul style="list-style-type: none"> - Unsecured site offices - Unauthorised entrance to site office 	- Theft	0	8	4	0	12M	<ul style="list-style-type: none"> - Barricading / Fencing of site - Hire an accredited security company to secure our site offices and plant that is on site.
21.	Housekeeping / Hygiene	- Littering at the site office and on the construction zone	<ul style="list-style-type: none"> - Ground pollution, - water pollution. Slip and fall 	4	4	2	2	12M	- Dust bins will be placed strategically in the site camp, all litter to be transported from construction zone to the site camp dust bins.
		- Uncleansed site offices	- Office dust causing lung or throat irritation/infection through inhalation.	0	2	4	0	06L	- A daily cleaner will be hired to clean and keep the offices clean to promote good housekeeping principles.

		- Dirty company vehicles/plant	- Dust causing lung or throat infection through inhalation.	0	2	4	0	06L	- The interior of company vehicles to be cleaned on a daily basis and the exterior to be cleaned a minimum of two times a week.
22.	Outdoor work	- Heat	- Dehydration - Heat stroke/stress - Skin irritation	4	4	8	0	16M	- Supervisor to ensure that clean drinking water is always available - First aider - Long sleeve Overalls - Toolbox talks
		- Cold	- Flu	4	8	4	0	16M	- Toolbox talk - Dressing warm
23.	Using Portable powered tools	- Mishandling of portable powered tools - Damaged cables - No machine guards - Noise	- Injuries - Electrocution - Serious injuries / fatalities - Noise Induced Hearing Loss (NIHL)	10	4	8	0	22H	- Portable powered tool SWP training / written appointment or authorisation and supervision. - Portable powered tool pre shift inspection. - Portable powered tool pre shift inspection Earplugs
24.	Using hand tools	- Broken/ damaged hand tools	- Hand cuts	2	8	2	0	12M	- Toolbox talk, SWP, inspection, PPE – Gloves
25.	Locating existing services	- Damaging existing services cutting sewerage mains and water pipes - - Damaging overhead power lines	- Ground, water and air pollution from cut sewerage mains - Waste of water - Electrocution - Power disturbances	0	4	8	4	16M	- Requesting drawings from the client/engineers that outlines the existing services underground and overhead.
				8	4	10	0	22H	- Overhead powerlines shall be treated as OHS requirements and Eskom standards - Supervision
26.	Traffic accommodation	- Poor placing of temporary warning signs	- Vehicle accidents leading to property damage and fatalities.	10	4	10	0	24H	- Traffic management plan shall be drafted by the principal contractor and all employees should be trained. A traffic safety officer shall be employed to implement the plan and enforce it on site.
		- No flagman or placing of untrained flagman	- Vehicle and mobile plant accidents leading to property damage (vehicles/plant), injuries or fatalities	10	4	10	0	24H	- All flagman shall be trained and write an exam, only those who pass the exam will qualify to flag on site. - Supervision

		- No warning signs for pedestrians or public	- Pedestrians falling into excavations or trenches/ Cons vehicles injuring pedestrians						- The work zone shall be barricaded providing a safe walk way for public road users.
27.	Clearing and grubbing (road side and/ borrow pit/s) using excavators or TLB	- Snakes	- Snake bites which could lead to death	8	2	8	0	18H	- Snake awareness training - First aider
		- Dust	- Inhalation could lead to internal organs infection	4	8	4	2	18H	- Dust Masks / watering of the dusty surface
		- Unauthorised or unqualified person operating plant	- Property damage and injuries/fatalities	8	2	8	0	18H	- Only trained and appointed operators to operate excavators/TLB - Supervision
28.	Excavating using an Excavator and/ TLB	- Unauthorised or unqualified person operating plant	- Property damage and injuries/fatalities	8	2	8	0	18H	- Training and supervision
		- Operator working on elevated position	- Slipping and falling when getting on or off the plant.	8	4	8	0	20H	- Training FAS and supervision
		- Struck by Excavator/TLB Boom	- Serious injuries/ fatalities	10	2	10	0	22H	- 5m Distance from moving machinery/plant to be maintained - All workers /drivers and operators to not use headphones while working. - Traffic Management Plan to be implemented on site. - Training and supervision
29.	Excavations /trenches	- Deep excavations /trenches	- People and animals falling into the excavation.	8	4	8	0	20H	- All excavations to be barricaded with a barricading net and signs to be posted warning the public of these excavations/trenches.
		-	- Excavation collapsing	8	4	8	0	20H	- All excavations to be shored/braced to angle of repose and slopes reduced - Excavations inspections before and after work
30.	Loading soil material into tipper trucks	- Overloading of material	- Material falling off the road polluting the road. Material falling and damaging the public's vehicles	0	4	8	0	12M	- Training and supervision - Training and supervision - Traffic Management Plan to be implemented on site.

31.	Backfilling using a TLB	- Children/animals playing in the construction zone	- TLB burying children/animals while levelling or backfilling material - resulting in injuries or death - Children being struck by TLB boom Poor visibility of children on site	10	8	10	0	28H	- Construction zone shall be barricaded using barricading nets and a flag lady shall be placed to observe the area. A safe pedestrian walk way to be provided (Traffic Management Plan to be implemented on site.) - Supervision
32.	Concrete/ Cement mixing	- Unauthorised or untrained person using the concrete mixer	- Machine damage	0	8	4	0	12M	- Training and supervision - Daily inspection of mixer.
		- Cement dust - Skin contact	- Inhalation of cement causing internal infections - Air pollution Skin irritation/rush	8	8	8	4	28H	- Dust mask - Long sleeve overalls/conti-suits and Gloves
33.	Brick Laying	- Faulty hand tools	- Hand cuts	2	8	2	0	12M	- Hand tools pre-shift Inspections(hand tool inspector to be appointed) / Gloves
		- Poor Scaffolding	- Scaffold collapsing causing injuries / property and equipment damage	10	4	10	0	24H	- Scaffold erector and inspector to be appointed and certified. - Daily scaffold inspections - Damaged scaffold shall be labelled as unsafe to use.
		- Working on heights	- Falling from heights causing serious injuries / fatalities Falling objects causing serious head injuries / fatalities	10	4	10	0	24H	- PPE: Harness belts and Hardhats Fall Rescue Equipment - Area to be barricaded and demarcated - Workers working on heights should be trained in ensuring good housekeeping and stacking and storage - All employees working on heights to wear a hardhat.
		- Rubble laying around	- Trip and fall	8	8	8	0	24H	- Employees shall be trained on good housekeeping principles
		- Poor Stacking and Storage	- Trip and fall	8	8	8	0	24H	- 3:1 stacking and storage rule shall be implemented.

									- Supervision
34.	Plastering of guard house	- Cement Dust -	- Internal organs infection Air pollution	8	8	8	2	26H	- Respirators / MSDS
		- Skin Exposure to cement when mixing mortar	- Skin infection	4	8	4	0	16M	- Long sleeve overalls
		- Eye Contact	- Eye infection/blindness	8	4	8	0	20H	- Safety Goggles
		- Wrong mixture of mortar resulting to the wall cracking	- Property damage and loss of production time Waste of material and loss of money	0	8	8	0	16M	- Competent plaster to carry the work and train the general labours that will be assisting him/ SWP
		- Damaged plastering tools	- Hand cuts	2	8	2	0	12L	- Gloves
		- Poor stacking and storage of plastering tools	- Trip and fall	4	4	4	0	12L	- Appointed Stacking & storage supervisor/inspector Daily inspections
35.	General Painting	- Paint Fumes	- Internal organs infection through inhalation Air Pollution	8	4	8	2	22H	- Toolbox talks/MSDS/SWP - Respirators/Dust Masks
		- Spillages	- Soil pollution	8	4	8	4	24H	- Drip Tray/plastics/spill kits
		- Skin Contact	- Skin irritation/infection	4	4	4	0	12L	- Long sleeve overalls
		- Damaged painting tools	- Hand cuts	2	8	2	0	12L	- Daily tool inspection / Gloves
		- Poor stacking & storage of tools	- Trip and fall	4	4	4	0	12L	- Appointed Stacking & storage supervisor/inspector - Daily inspections
36.	Plumbing	- Working with portable electrical tools	- Electrocution from damaged cables	8	8	8	0	24H	- Daily inspection - SWP/Toolbox talks
		- Damaged plumbing tools/pipes	- Hand cuts	2	8	2	0	12L	- Tool inspection/ Gloves
		- Poor stacking and Storage of plumbing tools and pipes	- Trip and fall	4	4	4	0	12L	- Appointed Stacking & storage supervisor/inspector Daily inspections
37.	Roofing/Carpentry for temporary structures	- Working on heights	- Fall from heights	10	4	10	0	24H	- Harness belts - Working at heights Training/SWP/Fall Protection Plan to be communicated
		- Noise	- NIHL	8	8	4	0	20H	- Ear plugs
		- Poor Scaffolding	- Fall from heights	10	4	10	0	24H	- Scaffold erector and inspector to be appointed

									- Daily scaffold inspections
		- Poor stacking and storage of roofing sheets and scaffolding material	- Trip and fall	4	4	4	0	12L	- Appointed Stacking & storage supervisor/inspector Daily inspections
38.	HCS storage	- Mixing HCS and general tools or Flammables	- Fire - HCS spillage	10	8	10	8	36C	- HSC controller - Appointment Separate storage - Fire extinguisher - Signage - Ventilation - Spill kit / drip tray - HSC register and MSDS to be available and communicated
39.	Fire Prevention and Emergency Procedures	- Inadequate and wrongly placed Fire equipment	- Unable to distinguish fire resulting to burns or property damage/ burning nearby trees	10	4	10	8	32H	- Fire fighter and first aider appointment - Adequate Fire extinguishers/portable fire alarm/first aid box etc. strategically placed. - Daily Fire & emergency equipment inspection - Combustible materials to be stored according to Nr: 17 of this document
		- Wrong use of fire equipment/emergency devices	- Electrocutation	10	4	10	0	24H	- There must be a trained and appointed fire fighter. Water filled extinguishers are not to be used on electrical fire. - Employees must receive basic fire awareness and safe use of fire extinguishers in-house training
		- Fire equipment/escape routes not clearly demarcated and obstructed	- Employees not knowing where the fire equipment is located,	10	8	10	0	28H	- Signage must be clearly posted where fire & emergency equipment is placed. - An emergency evacuation procedures and plan to be posted on site clearly showing the escape routes on site.

										<ul style="list-style-type: none"> - The assembly point/escape routes must be clearly visible and not obstructed. - Fire drills to be conducted ensuring that all employees are familiar with emergency procedures.
		- Damaged emergency equipment	- Hand cuts / unable to distinguish fire	2	8	2	0	12M		<ul style="list-style-type: none"> - Monthly fire and emergency equipment inspection.
40.	Site de-establishment	- Cutting electricity cables when disconnecting at the offices	- Electrocutation	10	4	10	0	24H		<ul style="list-style-type: none"> - A qualified electrician is to be used. Pre-Inspection - Using correct hand tools - Wearing correct PPE for the job eg. (Rubber gloves)
		- Visibility of trucks and vehicles on site	- Vehicles & trucks bumping each other causing property damage or serious injuries	8	4	8	0	20H		<ul style="list-style-type: none"> - Rotating lights and trucks to operate with headlights on dim. - Reverse alarm to be fitted on trucks.
		- Littering	- Littering – - Ground pollution Trip and fall	4	8	4	4	20H		<ul style="list-style-type: none"> - Rubbish bins
41.	Construction Vehicle / Plant operation during the course of the project	- Speeding / Reckless driving of company vehicles and plant. Lack of Visibility	- Car accidents when driving of public road that can lead to injuries, death or property damage. Car accidents.	10	8	10	0	28H		<ul style="list-style-type: none"> - Training on how to operate company vehicles during working hours at 20km/hr. - All company vehicles /Plant to operate with a rotating light and headlights on dim during working hours.
		- Lack of Supervision	- Running over people/ animals /property during construction hours.	10	8	10	0	28H		<ul style="list-style-type: none"> - Where the view of the operator is obstructed, a flag lady/man is to be allocated to ensure that no accidents take place.
		- Unmaintained company vehicles and plant	- Breakdowns - Diesel spillages through leaking pipes	10	8	10	4	32H		<ul style="list-style-type: none"> - Daily vehicle / plant checklists to be conducted by operators and regular maintenance of vehicles / plant shall be implemented. Drip trays - All plants and trucks to be fitted with reverse alarm(as per the daily checklist)

		- Unauthorised, unqualified, medically unfit person operating plant	- Car accidents that could lead to injuries, death or property damage.	10	8	10	0	28H	- Only certified, appointed and medically fit operators shall operate or drive company vehicles.
42.	Borrow pits/bulk earthworks	- Mobile plant (excavator) or tipper truck not able to stop in time. - Operator not seeing other employees. Not being visible to operators. - Unsafe act or condition not being rectified. - Not using the V method of excavating	- Property damage and fatalities - Fatalities/injuries - Injuries/fatalities - Property damage - Property damage and fatalities	10	8	10	0	24H	- Foreman to make sure that bulk earthwork area is out of bounds for unauthorized persons - Risk assessment training must be communicated with employees - Induction must be rendered to all employees
		- Collapsing material	- Property damage						

DOCUMENT REVIEW AND MONITORING PLAN

1. Implementation of this preliminary risk assessment will be enforced by the safety officer, safety agent or BM Consulting Engineers and communicated to all staff on site before works commence.
2. Each individual manager and supervisor to ensure that targets are met, non-compliance is corrected and methods and procedures are updated.

The risk assessments shall be reviewed every 6 months or when the scope of work / project drawings affecting the scope of works changes the prevention / control measures of all the risks stated in this document shall be monitored and inspected on site on continuous basis

C5. CONTRACT DRAWING

The following is a list of contract drawings included in the Tender Document under part: C5 “Contract Drawings.”

List of Working Drawings

Drawing Number	Description	Revision
SH-1200/06-00-00-LOC	LOCALITY PLAN AND LIST OF DRAWINGS - (SHEET 1 OF 1)	A
SH-1200/06-20-00 LA	ROAD LAYOUT - (SHEET 1 OF 1)	A
SH-1200/06-20-00 RM	ROAD MARKINGS SETTING OUT PLAN - (SHEET 1 OF 1)	A
SH-1200/06-20-00 SO	SETTING OUT PLAN - (SHEET 1 OF 1)	A
SH-1200/06-21-00TD	PAVEMENT DESIGN - (SHEET 1 OF 1)	A
SH-1200/06-21-01TD	INTERSECTION TYPE AND SPEED HUMP DETAIL - (SHEET 1 OF 1)	A

ANNEXURE B: DRAWINGS FOR TENDER PURPOSES