



TENDER NO: SCMU10-26/27-0018
FOR
CONSTRUCTION OF GALI RIVER BRIDGE
VOLUME 3

COMPULSORY BRIEFING: 13 October 2026

CLOSING DATE AND TIME
02 November 2026, 11:00

ISSUED BY

Eastern Cape Department of Transport
32 Cowan Close,
Flemming Street Stellenbosch Park Building
Schornville
QONCE (*formerly* King William's Town)
5600

FOR RESPONDENT:

Name of Respondent Entity:

CSD No.:

PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
TENDER NO: SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING

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PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
TENDER NO. SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING

THE TENDER
PART 1 (OF 2): TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

**PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
TENDER NO. SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING**

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

The Department of Transport of the Province of Eastern Cape hereby invites tenders from experienced Civil Engineering Contractors for:

**Contract No. SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING**

Tenderers must be registered with the CIDB and have a valid CIDB contractor grading designation of **GRADE 7CE** for a CE class of construction work.

In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate the completion of at least **two (2)** similar BRIDGE PROJECT(S) in the past ten (10) years to the value of at least R 15 million and above each, within the South African Development Community (SADC) region. Refer to T1.2: TENDER DATA of the document for the tender specific definition of a similar BRIDGE PROJECT.

In order to be considered for a Contract in terms of this Tender, the tenderer must have in its employment or intend to employ, for the duration of the contract the following key personnel who comply with the minimum requirements as referred to T1.2: TENDER DATA of the document:

- Construction Manager (GCC 2020 term for Site Agent) with minimum of ten (10) years' experience in Bridge construction project(s) as a Construction Manager and professionally registered.
- Construction Health and Safety Officer to manage the contractor's health and safety obligations on site with minimum of five (5) years' experience on bridge construction projects and professionally registered.

The tender document will be available to be downloaded from 02 October 2026 via the following method:

1. e-Tenders Portal – <https://www.etenders.gov.za>

The completed tender document as well as any supporting information must be submitted on e-Tender Publication Portal (e-Submission), not later than 11h00 on **02 November 2026**.

Click on the link to see how to submit your bid proposal on e-Submissions – press Ctrl + the link to see the video [2024 eTenders Tutorial Video - YouTube](#).

It is the responsibility of the bidders to ensure the tender documents are submitted on or before closing time. Any technical queries regarding e-Submission must be directed to National Treasury on etenders@treasury.gov.za / 012 406 9222 / 012 406 9229

A compulsory clarification meeting will be held at the **GALI RIVER CROSSING**
Coordinates: 31°36'10.37"S 27°07'53.00"E DR08592 on **13 October 2026 at 14h00**. (Lady Frere, eMalahleni Municipality, Chris Hani District)

No tender documents will be available at the clarification meeting.

Attendees who are 20 minutes late for the Briefing will not be permitted to sign the Attendance Register and therefore will be prohibited from tendering as per clause F2.7.

Tenderers may seek clarification from the Employer in terms of this tender within fourteen (14) days from the date of advertisement. The last day for accepting queries/questions will be **16 October 2026**.

Any addenda issued will be published on the National Treasury e-Tenders Portal. Addenda will be issued **no later than ten (10) days before the Tender Closing date**. No addendum will be issued less than ten (10) days before closing, except for an addendum extending the closing date. It is the Tenderer's responsibility to check the e-Tenders Portal for any addenda.

Furthermore, as a Condition of Contract, the Contractor will be required to achieve minimum Employer's contract participation goals in terms of:

- 10% on Targeted S M M E sub-contractors employed by the Contractor, for the execution of portions of construction works, in the performance of the Contract; and
- 10% on Targeted suppliers employed by the Contractor, subcontractor(s) and targeted subcontractors, for supplying materials, goods or services, in the performance of the Contract; and
- 10% on Targeted labour employed by the Contractor, subcontractor(s) and targeted subcontractors in the performance of the Contract.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. TENDER EVALUATION

This tender will be evaluated in two (2) phases as follows:

Phase One: Compliance and Eligibility in terms of tender rules and conditions, thereafter, Phase Two.

Phase Two: Responsive tenders will be evaluated in terms of Method 1 (Price and Preference), including risk analysis.

Eligibility Criteria

1) Tenderer must have completed at least two (2) similar bridge projects to the value of at least **R15 000 000.00** each in the last **10 years**.

All such "similar" projects shall be located within the SADC (South African Development Community) region.

Details of bridge related projects and supporting information must be entered in Form C in the Returnable Schedules. Copies of Completion Certificates and reference letters from the client must be attached in order to qualify for this tender. **See Clause F2.1.4.3 defining what clearly should be done by tenderer as measure of confirming that a R15 000 000 project has been done completely.**

2) The Tenderer must have in its employment the following **key personnel** who comply with the following minimum requirements:

- A suitably qualified and experienced **Construction Manager/Site Agent** who will be the single point accountable and responsible person for the full time management of the construction works on site, who is registered and has a valid registration certificate with ECSA as a Professional Engineer (Pr Eng.) or Professional Engineering Technologist (Pr Tech Eng) or Professional Engineering Technician (Pr Techni Eng.) or Registered and has a valid registration certificate with SACPCMP as a Professional Construction Manager (Pr CM) and has a minimum of **ten (10) years'** experience in bridge construction project(s).
- A suitably qualified and experienced full-time **Construction Health and Safety Officer** to manage the Contractor's health and safety obligations on site.

The contractor shall have a competent, full-time Construction Health and Safety Officer in writing full-time in accordance with **Regulation 8(5) of the Construction Regulation, 2014**. The appointed Construction Health and Safety Officer shall be responsible for the control and management of all health and safety related aspects on site for the full duration of the project.

The appointed Construction Health and Safety Officer shall meet the following minimum requirements;

- i. Be fully registered with the South African Council for Project Management Professionals (SACPCMP) as a Construction Health and Safety Officer (CHSO);
- ii. Possesses a minimum of **5 years' relevant experience** in road and/or bridge construction projects
- iii. Have completed SAMTRAC training; and
- iv. Have completed formal Health and Safety audit training

Details of key personnel and their relevant information must be entered in **Form J** of the Returnable Schedules. Copies of CVs of the key personnel (as per example on Form J) and certificates of qualifications and professional registration must be attached, in order to qualify for this tender.

3) The tenderer must be registered with the CSD and the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

C. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for BBBEE	-	20 points
Maximum points	-	100 points

The points for specific goals will be distributed as per the table below.

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Specific Goals: Historically Disadvantaged Individuals Ownership: - 15 max		
Black ownership	10	% ownership as per CIPC / CSD
Woman ownership	5	% ownership as per CIPC / CSD
Locality: - 5 max		
(a) Company Head office based in the Eastern Cape (stated in the Company Profile and verified on CSD)	5	
(b) Regional Office in the Eastern Cape. Office is required to be fully operational, staffed and verifiable on CSD. Provide Staffing component.	3	
(c) Outside Eastern Cape, no satellite office in Eastern Cape:	1	

To Score points for Black Ownership the following formula will be used to calculate the points out of 10 points Max.

$$SGP = \frac{\%BOE \text{ (from BBBEE)}}{100} \times MHI(Max = 10)$$

SGP= Specific goals points

MHI= Maximum points for Historical disadvantaged individuals

BO = Black Ownership Equity

NB: Calculation of the specific goals points for a Joint Venture will be based on the Joint Venture agreement, that must be submitted by the tenderers.

➤ **Historically Disadvantaged Individual (HDI): Black Ownership**

Means a South African Citizen: who, due to the apartheid policy that had been in place, had no franchise in national elections
Central Supplier Database (CSD) report will be utilized.

It is the onus of the bidder to provide proof of ownership equity status

➤ **Locality:**

Locality shall mean Fully functional office within the Province of the Eastern Cape. Satellite office means an office with minimum staff of not more than 3 personnel running the office full-time.

Locality Points will be allocated for proof of local office operations in Eastern Cape. The primary/preferred address on CSD and proof of ownership under the bidding company will be used for choice Locality.

D. TENDER SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, eligibility and other tender conditions and rules are detailed in the bid document.

Note: Tender Validity Period is **120 days**.

TENDER SUBMISSIONS:

Completed tender documents (Volume 3 and any supporting documentation) must be submitted on e-Tender Publication Portal (e-Submission), not later than 11h00 on 02 November 2026.

SCM RELATED ENQUIRIES (Preferably via email so as to have a record)

Name: Mr. P Ngikashe
Cell No: 067 419 8001
Email Address: philasande.ngikashe@ectransport.gov.za

TECHNICAL ENQUIRES

Name: Ms. A Bobo
Cell No: 077 606 9087
Email Address: aviwe.bobo@ectransport.gov.za

Name: Edward Tendayi Chiro PrEng
Cell No: 063 276 1428
Email Address: edward@bmkgrouppco.com

PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
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T1.2: TENDER DATA

The tender conditions are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per CIDB **Board Notice 136 of 2020 in Government Gazette No. 38960 of 10 July 2015** and amended from time to time. (see www.cidb.org.za).

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

Each item of data given below is cross-referenced to the clause marked "F" in the above-mentioned Standard Conditions of Tender.

No	Clause	Wording
1	F.1.1	The Client is the Eastern Cape Department of Transport , represented by the Head of Department and/or such other person(s) duly authorized thereto by the Employer in writing.
2	F.1.2	The following documents form part of this tender: VOLUME 1: The General Conditions of Contract for Construction Works [3rd Edition] 2020 are published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering [SAICE], Private Bag x200, Halfway House 1685, Tel: (011) 805 5971, email: civilinfo@saice.org.za VOLUME 2: The Standard Specifications for Road and Bridge Works for State Road Authorities prepared by the Committee of Transport Officials. This publication is available and tenderers must obtain copies at their own cost from the Department of Transport (DoT), Private Bag x193, Pretoria 0001, Tel: (012) 309 3380, email: info@dot.gov.za VOLUME 3: The Tender Document issued by the employer, which comprises: <u>THE TENDER</u> PART T1: TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data

No	Clause	Wording
		PART T2: RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules
		<u>THE CONTRACT</u> PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data C1.3: Performance Guarantee (proforma) C1.4: Occupational Health and Safety Act, Act 85 Of 1993 Contractors 37.2 Agreement C1.5: Application for notice to do Construction Work (proforma) PART C2: PRICING DATA C2.1: Pricing Instructions C2.2: Pricing Schedule / Bill of Quantities PART C3: SCOPE OF WORKS C3.1: Description of the Works PART C4: SITE INFORMATION C4: Site Information Volume 3: Tender Document duly completed, in accordance with F 2.13.3, and submitted on e-Tender Publication Portal before the closing time for receipt of tenders, shall constitute the submission of a tender offer. VOLUME 4: Bridge Drawings VOLUME 5: Standard Drawings VOLUME 6: Material Investigation Report VOLUME 7: Environmental Management Programme
3	F.1.4	EMPLOYER Eastern Cape Department of Transport 32 Cowan Close, Flemming Street Stellenbosch Park Building Schornville QONCE 5601 The language for communications is English .
4	F.1.5.1	The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request

No	Clause	Wording
		to do so. It is a condition of this contract that the Employer reserves the right to limit the expenditure on the works due to possible budget restraints. Should the tender sum exceed the budgeted amount, the scope of work may be reduced at any time, before or during the contract period, to ensure that the final contract amount does not exceed the budgeted amount. Should these conditions be applied, such adjustments or limitations shall be deemed to be a variation of the form or quantity of the works or any part thereof in terms of Clause 6.3 of the General Conditions of Contract. The validity of the tender, the individual rates or sums tendered shall not be influenced by any such adjustments or limitations and no claim will be considered based on such adjustments or limitations in terms of Clause 6.11 of the General Conditions of Contract. The successful Tenderer will be required to submit a valid and certified copy of their Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of their Letter of Award for this Tender. The successful Tenderer will be required to submit a valid and certified copy of their Letter of Good Standing from Bargaining Council for Civil Engineering Industry (BCCEI), within 21 days of tender award.
5	F.2.1	ELIGIBILITY
	F2.1.1	Tenderers must submit a tender offer that complies in all respects with the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.
	F2.1.3	Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.
6	F2.1.4	Only those tenderers who satisfy the following test for responsiveness criteria are eligible to submit tenders:
7	F2.1.4.1	[a] CIDB registration Registered with the CIDB prior to the award of the tender, 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 CE class of construction work. Note that in terms of CIDB Act 38 of 2000 a registered contractor must apply for renewal of registration three months before the existing registration expires. 1) Joint ventures are eligible to submit tenders provided that: a) Every member of the joint venture is registered with the CIDB and in the CE class of work. b) The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation Grade 7. c) A signed Joint Venture Agreement must be attached with the tender. d) A valid copy of a consolidated B-BBEE for the Joint Venture must be attached with the tender to qualify for B-BBEE points as defined in SBD 6.1. 2) Tenderers must submit copy of Certificates of Qualifications and Professional Registration; otherwise, they will not score the relevant points.

No	Clause	Wording
		3) Failure to comply with the above eligibility criteria will cause the tender to be deemed non-responsive.
8	F2.1.4.2	Compliance with requirements of Employer's SCM Policy and procedures a. Only those tenders that are compliant with the requirements below will be declared responsive: Full name of entity submitting tender to be provided; b. Identification number or company or other registration number to be provided; c. Tax reference number to be provided; d. VAT registration number (if any) to be provided; e. A completed returnable schedule SBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING to be provided. Failure to provide or comply with any of the particulars of this schedule may render the tender non-responsive; f. A completed returnable schedule SBD 4: DECLARATION OF INTEREST to be provided. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member. Non-compliance with the requirements of the applicable returnable schedule will render the tender nonresponsive. Furthermore, should the declaration prove to be false the Employer may reject or act against the tenderer in terms of clause F.3.7 of the Conditions of Tender; g. A completed returnable schedule SBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES to be provided and which does not indicate any conflict or past practices that render the tender non-responsive. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member; h. A completed returnable schedule SBD 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION to be provided and which does not indicate any non-compliance with the requirements of the applicable returnable schedule. i. A completed returnable schedule P: COMPULSORY ENTERPRISE QUESTIONNAIRE to be provided. In the case of a joint venture (JV), a separate schedule is to be completed and provided by each JV member; j. A completed CERTIFICATE OF AUTHORITY FOR SIGNATORY to be provided and attached to returnable schedule B: CERTIFICATE OF AUTHORITY FOR SIGNATORY. Compliance with the requirements of the applicable returnable schedule is deemed a material responsiveness criterion. k. A completed returnable schedule H: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE to be provided, including attached copy of the Active Supplier Listing on the National Treasury Central Supplier Database. In the case of a joint venture (JV), the tenderer shall provide copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV; l. In the case of a tender submission by a joint venture (JV). The tenderer must attach a signed copy of the JV Agreement to returnable schedule G: JOINT VENTURE AGREEMENT DISCLOSURE; m. The tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; n. The tenderer has not abused the Employer's Supply Chain Management System; o. The tenderer has not failed to perform on any previous contract with the Employer; p. The tenderer's tax matters with SARS are in order. q. The tenderer has provided a completed and signed Form of Offer in terms of C1.1 of PART C1: AGREEMENTS AND CONTRACT DATA, deemed as a material responsiveness criterion.
9	F2.1.4.3	Company Experience in Roads Contract Management Tenderer must have completed at least two bridge construction projects to the value of at least <u>R15 000 000.00</u> each in the last 10 years plus a list of experience on provincial and or national roads

No	Clause	Wording
		A similar bridge construction project shall be defined as a new proposed bridge construction project and include at least the following: • Bulk earthworks operations • Layer work and Concrete work • Laying of precast culverts • Minor Roadworks • Gabion works • Operation of quarry/source material • Stormwater drainage (major and minor culverts) • Targeted subcontractor management / development. • Local Economic Development by supporting local suppliers of materials • Targeted labour threshold All such projects shall be located within the SADC (South African Development Community) region. A completed returnable Schedule D: SIMILAR PROJECT(S) COMPLETED BY THE TENDERER to be provided. To demonstrate completion of a similar project(s) as defined in this clause, submit for each project listed a completed returnable Schedule D (A): SIMILAR PROJECT COMPLETED VERIFICATION FORM (respondent's stamp is critical). Furthermore, submit for each project listed a COMPLETION CERTIFICATE (for bridge construction). Details of bridge-related projects & supporting information must be entered in Form D of the Returnable Schedules. Copies of Completion Certificates, appointment letters and reference letters from the client must be attached, in order to qualify for this tender. Failure to comply with the requirements or to complete Form D (A) will render the tender non-responsive.

10	F2.1.4.4	Key Personnel In order to be considered for a Contract in terms of this Tender, the tenderer must have in its employment or intend to employ, for the duration of the contract the following key personnel who comply with the following minimum requirements: • A suitably qualified and experienced Construction Manager (GCC 2015 or latest version) term for Site Agent) who will be the single point accountable and responsible person for the full-time management of the construction works on site, who: a) is registered and has a valid registration certificate with ECSA as a Professional Engineer (Pr. Eng) or Professional Engineering Technologist (Pr. Tech Eng) or Professional Engineering Technician (Pr. Techni Eng). OR b) is registered and has a valid registration certificate with SACPCMP as a Professional Construction Project Manager (Pr CPM) or Professional Construction Manager (Pr. CM); AND c) has a minimum of ten (10) years' experience in road, bridge and major culvert construction and or upgrading project(s). • The contractor shall have a competent, full-time Construction Health and Safety Officer in writing full-time in accordance with Regulation 8(5) of the Construction Regulation, 2014. The appointed Construction Health and Safety Officer shall be responsible for the control and management of all Health and Safety related aspects on site for the full duration of the project. • The appointed Construction Health and Safety Officer shall meet the following minimum requirements; 2.1 Be fully registered with the South African Council for Project Management Professionals (SACPCMP) as a Construction Health and Safety Officer (CHSO); 2.2 Possesses a minimum of 5 years' relevant experience in road and/or bridge construction projects 2.3 Have completed SAMTRAC training; and 2.4 Have completed formal Health and Safety audit training. A completed returnable Schedule E: TENDERER'S KEY PERSONNEL to be provided. Attach to each schedule proof of indicated professional registration with the specified professional body. 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 fourteen (14) working days
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No	Clause	Wording
		replace the key personnel listed in returnable Schedules E with personnel with equivalent competencies, subject to approval by the Employer. Such approval shall not be unreasonably withheld if compliant in terms of the requirements of this clause. Failure to comply with the requirements of this clause and applicable returnable schedule will render the tender non-responsive.
11	F.2.1.4.5	Construction Equipment In order to be considered for a Contract in terms of this Tender, the tenderer must be able to demonstrate his ability to provide (either by means of his own construction equipment or ability to hire construction equipment from others) construction equipment exclusively intended for the execution of the works as specified in the tender document. To demonstrate his ability, the tenderer is required to provide a completed signed declaration in terms of returnable Schedule F: DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT.
12	F.2.1.4.6	Local Content Only those tenders that are compliant with the requirements of returnable Schedule SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS will be declared responsive. For this tender the stipulated minimum threshold(s) for local production and content for “Steel Products and Component for Construction” is 100%. A complete returnable Schedule SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS including applicable Annexures to be provided. Local means available in South Africa.
13	F.2.1.4.7	Registration with Bargaining Council Only those tenders submitted by tenderers who are registered with the Bargaining Council for the Civil Engineering Industry (BCCEI) will be declared responsive. A completed returnable Schedule I: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION to be provided and attach proof of registration with the applicable Bargaining Council to the applicable returnable schedule. In case of joint venture (JV) each member of the JV must provide proof of registration with the applicable Bargaining Council for Civil Engineering Industry. Failure to comply with the requirements of this clause and applicable returnable schedule will render the tender non-responsive.
14	F.2.1.4.8	Fulfilment of the Construction Regulations, 2014 Only those tenders submitted by tenderers who demonstrate by means of completing and providing returnable Schedule J: DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014 may be deemed responsive if the tenderer's declaration reasonably satisfy the Employer that the tenderer has, in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely and have included in his tender rates and prices (in the appropriate payment items provided in the Pricing Schedules / Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects liability period.

No	Clause	Wording
15	F2.6	Addenda Any addenda issued will be published on the National Treasury e-Tenders Portal. Addenda will be issued no later than ten (10) days before the Tender Closing date. No addendum will be issued less than ten (10) days before closing, except for an addendum extending the closing date. It is the Tenderer's responsibility to check the e-Tenders Portal for any addenda. Please note, ONLY addenda critical to the evaluation will be issued. Failure to apply instructions contained in Addenda will render a tenderer's offer non-responsive in terms of Condition of Tender.
16	F.2.7	Clarification meeting The clarification meeting will be held on 13 October 2026 at 14h00. The venue for the compulsory clarification meeting will be on SITE – Gali river crossing. No tender documents will be available at the clarification meeting. Attendees who are 20 minutes late for the clarification meeting will not be permitted to sign the Attendance Register and therefore will be prohibited from tendering. Failure to sign the attendance register of the compulsory clarification briefing will be rendered non-responsive.
17	F.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the Employer before 16 October 2026. The tenderer declares that it has: - Inspected the Specifications and read and fully understood the Conditions of Contract. - Read and fully understood the whole text of the Specifications and Pricing Schedules and thoroughly acquainted itself with the nature of the goods / services proposed and generally of all matters which may influence the Contract. - Visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Employer or other authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby. - Requested the Employer to clarify the requirements contained in the Specifications and Pricing Schedules, the exact meaning or interpretation of which is not clearly intelligible to the tenderer. - Received any Addenda to the tender documents which have been issued in accordance with the Employer's SCM Policy. The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.
18	F.2.12	The criteria for alternative tenders are: There will be no alternative tender accepted.
19	F.2.13	Submitting a tender offer
20	F.2.13.3	Add the following to F.2.13.3 at the end of the first sentence:

No	Clause	Wording
		Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.
21	F.2.13.5	Add the following to F.2.13.5 at the end of the first sentence: The tender submission details are stated in T1.1: TENDER NOTICE AND INVITATION TO TENDER.
22	F.2.13.6	A two-envelope procedure <u>will not</u> be followed.
23	F.2.13.9	<i>Add the following to F.2.13.9 at the end of the first sentence:</i> Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
24	F.2.13.10	The Employer shall issue the Tender Documents (excluding Volumes 1 & 2) as described in F.1.2, together with all supporting documentation and drawings, electronically via the e-Tender Portal for free download by all interested bidders, as this is an open tender. The tender document will be available ONLY on e-Tenders Portal (No Printed Documents will be available) to be downloaded from 02 October 2026 via the following method: 1. e-Tenders Portal – https://www.etenders.gov.za a. The tenderer is forbidden to make or attempt electronic alteration to the tender documents. b. Supporting documentation, issued as part of this tender, may be completed electronically. c. The use of electronic signatures is not allowed. d. Where Addenda have been issued which amend the Pricing Schedules, then the Pricing Schedules shall take these into account by attaching the amended page to the front of the original page. The pages of the issued Pricing Schedules should not be removed from the tender document. e. The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic supporting documentation provided in terms of this clause. The tenderer is required to review provided supporting documentation and inform the Employer of any errors or discrepancies found prior to submission of the tender offer. f. Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender has already been awarded, the right to cancel the contract.
25	F.2.15	Closing time The closing time for submission of tender offers is as stated in T1.1: TENDER NOTICE AND INVITATION TO TENDER. It is the responsibility of the tenderer to ensure that tender documents are submitted on or before the closing date, time and at the correct location on the e-Tenders Portal.
26	F.2.16	The tender offer validity period is 120 days .
27	F.2.17	Clarification of tender offer after submission A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

No	Clause	Wording
28	F.2.23	Certificates The tenderer is required to submit with his tender all certificates as required for T1.2: TENDER DATA and T2.2: RETURNABLE SCHEDULES.
29	F.3	The Employer's undertakings
30	F.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received by 16 October 2026.
31	F.3.2	Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer not later than 23 October 2026. Any addenda issued will be published on the National Treasury e-Tenders Portal. Addenda will be issued no later than ten (10) days before the Tender Closing date. No addendum will be issued less than ten (10) days before closing, except for an addendum extending the closing date. It is the Tenderer's responsibility to check the e-Tenders Portal for any addenda. Please note, ONLY addenda critical to the evaluation will be issued.
32	F.3.4	Opening of tender submissions Tenders will be opened immediately after the closing time for tenders on the National Treasury e-Tenders Portal as stated in T1.1: TENDER NOTICE AND INVITATION TO TENDER. The list of tender submissions will be published on the e-Tenders Portal and/or the Employer's website in accordance with the Procurement Act.
33	F.3.9	Arithmetical errors, omissions and discrepancies In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it: - because they are not priced, - either excessively low or high, - or not in proper balance with other rates or lump sums, The tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it. The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause. Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.
34	F.3.11	Evaluation of tender offers The method for the evaluation of responsive tenders is Method 1 (Price and Preference). The following formula will be used to calculate the total number of tender evaluation points: $T_{EV} = N_{FO} + N_p$

No	Clause	Wording																													
			Maximum number of tender evaluation points																												
		Price Component (N _{FO})	80																												
		Preferential Component (N _p)	20																												
		Total evaluation points (T _{EV})	100																												
35	F.3.11.7	Scoring price The financial offer will be scored using the following formula: N _{FO} = W ₁ x A <u>Scoring financial offers</u> The value of W ₁ is: 1] 90 where the financial value, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000.00; or 2] 80 where the financial value, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000.00. The value of A will be calculated utilizing Formula 2: A=[1-[P-Pm]/Pm] Where P is the comparative offer of the tender offer under consideration and Pm is the comparative offer of the most favorable comparative offer. In the event that the calculated value is negative, the allocated score shall be zero (0).																													
36	F.3.11.8	Scoring preferences (max-20 points) <table><tr><th colspan="3">PREFERENTIAL SPECIFIC GOALS POINTS TABLE</th></tr><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th><th>Number of points claimed (80/20 system)</th></tr><tr><td colspan="3">Specific Goals: Historically Disadvantaged Individuals Ownership: - 15 max</td></tr><tr><td>Black ownership</td><td>10</td><td>% ownership as per CIPC / CSD</td></tr><tr><td>Woman ownership</td><td>5</td><td>% ownership as per CIPC / CSD</td></tr><tr><td colspan="3">Locality: - 5 max</td></tr><tr><td>(a) Company Head office based in the Eastern Cape (stated in the Company Profile and verified on CSD)</td><td>5</td><td></td></tr><tr><td>(b) Regional Office in the Eastern Cape. Office is required to be fully operational, staffed and verifiable on CSD. Provide Staffing component.</td><td>3</td><td></td></tr><tr><td>(c) Outside Eastern Cape no satellite office in Eastern Cape:</td><td>1</td><td></td></tr></table> ➤ Historically Disadvantaged Individual (HDI): Black Ownership (max= 10 points)			PREFERENTIAL SPECIFIC GOALS POINTS TABLE			The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)	Specific Goals: Historically Disadvantaged Individuals Ownership: - 15 max			Black ownership	10	% ownership as per CIPC / CSD	Woman ownership	5	% ownership as per CIPC / CSD	Locality: - 5 max			(a) Company Head office based in the Eastern Cape (stated in the Company Profile and verified on CSD)	5		(b) Regional Office in the Eastern Cape. Office is required to be fully operational, staffed and verifiable on CSD. Provide Staffing component.	3		(c) Outside Eastern Cape no satellite office in Eastern Cape:	1	
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(c) Outside Eastern Cape no satellite office in Eastern Cape:	1																														

No	Clause	Wording
		Central Supplier Database (CSD) report will be used. To Score points for Black Ownership the following formula will be used to calculate the points out of 5 points Max. $SGP = \frac{\%BOE (CIPC / CSD)}{100} \times MHDI (Max = 10)$ SGP= Specific goals points MHDI= Maximum points for Historical disadvantaged individuals BOE = Black Ownership Equity ➤ Locality (max= 5 points) Locality shall mean' Fully functional office within the Province of the Eastern Cape. Satellite shall mean an office with minimum staff of not more than 3 personnel running the office on fulltime.
37	F.3.11.1 0	Risk Analysis Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis with respect of the following: a) reasonableness of the financial offer b) reasonableness of unit rates and prices c) as per clause F.1.5.1 (C), the previous and the current contracts' performance of the responsive bidders will be used to draw a conclusion to determine the acceptability of the tender offer. The Department reserves the right to consider other similar contracts undertaken by the prospective bidder that do not form part of this proposal. d) The risk analysis will not be limited to a-c above, should there be required information deemed necessary for finalization of the award, the department will therefore request the information within the time frames stipulated in the tender document. The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer.
38	F.3.13	Acceptance of tender offer Tender offers will only be acceptable if: a) Tenderers must be registered on the Central Supplier Database at National Treasury prior to the Award of a tender and the Tenderer's Tax Status must be compliant (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database), submit a copy tax compliance pin; b) Tenderers must submit proof of registration with the Bargaining Council of Civil Engineering Industry (BCCEI). Good standing will be required within 21 days of tender award. c) the tenderer must be registered with the Construction Industry Development Board in an appropriate contractor grading designation (CE) (All parties to submit this information in the case of a Joint Venture); d) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not abused the Employer's Supply Chain Management System; f) the tenderer has not failed to perform on any previous contract with the Employer; g) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable;

No	Clause	Wording
		h) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorized signatory); i) the tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture); j) has completed and signed all SBD Forms (SBD1; SBD4; SBD6.1; SBD6.2; SBD8; SBD9) k) has completed and signed annexure C which goes with SBD6.2; l) all relevant certified information is submitted with the Tender; m) all other Tender Conditions are complied with; n) Tenderers are to meet the minimum eligibility requirements specified in Clause F2.1; and o) Tender completed with erasable ink will be deemed / declared non-responsive. <i>Add the following:</i> “Acceptance of the tender offer will be subject to the provisions of Clause F.1.5.1 and F.2.1.” Note that the successful Tenderer will be required to submit a valid Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award.
39	F.3.17	Provide copies of the contract The number of paper copies of the signed contract to be provided by the employer is one (1).
		<u>ADDITIONAL CONDITIONS OF TENDER CLAUSES:</u>
	Clause Number	Data
40		Jurisdiction Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.
41		Employer’s contract participation goals Employer’s contract participation goals are: The appointed Contractor will be required to spend a total of 30% of the accepted tender sum less VAT, allowances for contingencies and contract price adjustment and provisional and prime cost sum amounts in the Eastern Cape as defined in the Contract Data. The 30% Eastern Cape spend will consist of the following: • 10% on Targeted (SMME) sub-contractors appointed in terms of the Contract. • 10% on Targeted suppliers of materials, goods and services (from Local Resources) in terms of the Contract. • 10% on employment and training of Targeted (Local) Labour in terms of the Contract. It is a Condition of Tender that the successful tenderer [Contractor] will be required to engage SMME contractors as sub-contractors on the project. The total value of work that must be undertaken by the SMME sub-contractors must be at least 30% of the accepted tender sum less VAT, allowances for contingencies and contract price adjustment and provisional and prime cost sum amounts.

No	Clause	Wording
		A financial penalty will be applicable should the contractor fail to meet the minimum targeted goal. For further details in this regard refer to part C3: Section F: Development of SMME Contractors Specifications in the Project Document. It is also a Condition of Tender that the successful tenderer [Contractor] will be required to employ and provide training for Local Labour on the project. A minimum of 10% of the accepted tender sum less VAT, allowances for contingencies and contract price adjustment and provisional and prime cost sum amounts will be required to be spent on the local labour. A financial penalty will be applicable should the contractor fail to meet the minimum targeted goal. For further details in this regard refer to part C3: Section E: Labour Specification Specifications in the Project Document. It is a Condition of Tender that the successful tenderer [Contractor] will be required to engage Local Resources [other than the Principal Contractor and SMME contractors appointed] on the project. A minimum of 10% of the accepted tender sum less VAT, allowances for contingencies and contract price adjustment and provisional and prime cost sum amounts will be required to be spent on materials and services procured by the successful tenderer [Contractor] within the Eastern Cape Province for the execution of the project. A financial penalty will be applicable should the contractor fail to meet the minimum targeted goal. For further details in this regard refer to part C3: Section F: Development of SMME Contractors Specifications in the Project Document.

PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
TENDER NO. SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING

TENDER PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE DOCUMENTS

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-26/27-0018

CONSTRUCTION OF GALI RIVER CROSSING

T2.1: LIST OF RETURNABLE DOCUMENTS**T2.1.1 THE TENDERER MUST COMPLETE THE FOLLOWING RETURNABLE SCHEDULES IN NON-ERASABLE BLACK INK**

SCHEDULE	DESCRIPTION	CHECKLIST
SBD 1	INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	Y ☐ / N ☐
A	DECLARATION OF TENDER BRIEFING	Y ☐ / N ☐
B	CERTIFICATE OF AUTHORITY FOR SIGNATORY	Y ☐ / N ☐
C	REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD	Y ☐ / N ☐
D	SIMILAR PROJECT(S) COMPLETED BY THE TENDERER (including TABLE A of this schedule)	Y ☐ / N ☐
D(A)	SIMILAR PROJECT COMPLETED VERIFICATION FORM (one verification form required for each listed project)	Y ☐ / N ☐
E	TENDERER'S KEY PERSONNEL (including TABLES A and B of this schedule)	Y ☐ / N ☐
F	DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT	Y ☐ / N ☐
G	JOINT VENTURE AGREEMENT DISCLOSURE (if applicable)	Y ☐ / N ☐
H	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	Y ☐ / N ☐
I	DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	Y ☐ / N ☐
J	DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014	Y ☐ / N ☐
K	RECORD OF ADDENDA TO TENDER DOCUMENTS	Y ☐ / N ☐
L	CONTRACTOR'S ESTABLISHMENT ON SITE	Y ☐ / N ☐
M	RATES FOR SPECIAL MATERIALS	Y ☐ / N ☐
N	TENDERER'S BANKING AND AUDITOR DETAILS	Y ☐ / N ☐
O	TENDERER'S PROPOSED SUBCONTRACTORS (excluding targeted subcontractors)	Y ☐ / N ☐
P	COMPULSORY ENTERPRISE QUESTIONNAIRE	Y ☐ / N ☐
SBD 4	DECLARATION OF INTEREST	Y ☐ / N ☐

SCHEDULE	DESCRIPTION	CHECKLIST
SBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	Y ☐ / N ☐
SBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (including guidance document for the calculation of local content)	Y ☐ / N ☐
SBD 8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	Y ☐ / N ☐
SBD 9	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	Y ☐ / N ☐

T2.1.2 OTHER PARTS OF THE DOCUMENT TO BE COMPLETED AS PART OF THE TENDER SUBMISSION

C1.1 Offer part of the Form of Offer and Acceptance;

C1.2 Contract Data; and

C2.2 Pricing Schedules

NOTES TO TENDERER

- (a) Returnable schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporate National Treasury requirements.
- (b) Failure to submit fully completed relevant returnable documents may render such a tender offer non-responsive.
- (c) Tenderers shall note that their signature appended to each returnable schedule represents a declaration that they vouch for the accuracy and correctness of the information provided.
- (d) Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable schedules and / or supporting documentation 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:
 - (i) the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within fourteen (14) days as to why the tender submitted should not be disqualified in terms of the Conditions of Tender and as to why the Employer should not apply any other measures available;
 - (ii) if the Employer has already entered into a contract with the tenderer, the Employer has the discretionary right under the Conditions of Contract to terminate the contract.
- (f) All supporting documentation and certificates shall be securely attached to the applicable returnable schedules. It is the responsibility of the tenderer to ensure no loose or unsecure pages are present in the submitted tender which may render the tender non-responsive.
- (e) Where the space provided in the bound tender document is insufficient the tenderer, after giving written notice to the Employer, may draw up separate schedules in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the tender. All such schedules must be signed and clearly marked as appendices to the relevant returnable schedules. The Employer does not take any responsibility for any separate schedules lost during the tender evaluation process.

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-26/27-0018

CONSTRUCTION OF GALI RIVER CROSSING

T2.2: RETURNABLE SCHEDULES

SBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING**PART A: INVITATION TO BID**

BID NUMBER:	SCMU10-26/27-0018	CLOSING DATE:	02/11/2026	CLOSING TIME:	11H00
DESCRIPTION	CONSTRUCTION OF GALI RIVER CROSSING				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA THE NATIONAL TREASURY e-TENDERS PORTAL					
www.etenders.gov.za					
NO PHYSICAL BID BOX SUBMISSIONS WILL BE AVAILABLE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. P Ngikashé		CONTACT PERSON	Ms. A Bobo	
TELEPHONE NUMBER	067 419 8001		TELEPHONE NUMBER	077 606 9087	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	philasande.ngikashé@ectransport.gov.za		E-MAIL ADDRESS	aviwe.bobo@ectransport.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

SBD 1

PART B – TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1	BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE NATIONAL TREASURY e-TENDERS PORTAL (www.etenders.gov.za) BY THE STIPULATED CLOSING TIME. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION BY THE SYSTEM
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT AND UPLOADED AS REQUIRED ON THE e-TENDERS PORTAL.
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SIGNED BY TENDERER:

A: DECLARATION OF THE COMPULSORY TENDER BRIEFING

Notes to tenderer:

1. The Tenderers are required to attend the compulsory tender briefing as per part T1.1 of the tender document. The location of the tender briefing **on site as per coordinates and locality plan. Along DR08592 Location:** Lady Frere, Emalahleni Local Municipality in Chris Hani District **Coordinates:** 31°36'10.37"S 27°07'53.00"E
2. In the tender briefing venue, you are required to sign the attendance register. The briefing will start at 14h00, attendees who arrived 20 minutes late at the briefing will be prohibited from signing the attendance register and therefore will not be considered for tendering.

THE TENDERER HEREBY DECLARES:

(Name of tenderer),

.....

Has attended the compulsory briefing of the tender "SCMU10-26/27-0018 TENDER BRIEFING",

by (name of tenderer's representative)

(signature of tenderer's representative)

and that the information provided by the tenderer's representative are correct.

SIGNED BY TENDERER:

.....
SIGNATURE.....
NAME (PRINT)

WITNESS:

.....
SIGNATURE.....
NAME (PRINT)

SIGNED BY TENDERER:

B: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

- 1 The signatory for the tenderer shall confirm his/her authority thereto by attaching, to the returnable schedule, on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out authority for signatory.
3. The resolution below is given as an example of an acceptable format for authorization, but submission of this page with the completed example shall not be accepted as authorization of the tenderer's signatory.

EXAMPLE BELOW:

By resolution of the board of directors passed at a meeting held on

Mr/Ms

whose signature appears below, has been duly authorized to sign all documents in connection with the tender for SCMU10-26/27-0018 and any contract that may arise therefrom on behalf of

.....
(name of tenderer in block capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

SIGNED BY TENDERER:

C: REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Notes to tenderer:

1. The tenderer shall attached to this returnable schedule a printed copy of the Active Contractor's Listing off the Construction Industry Development Board (CIDB) website (www.cidb.org.za).
2. Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration.
3. In the case of a joint venture (JV):
 - (a) a printed copy of the Active Contractor's Listing must be provided for each member of the JV; and
 - (b) a signed copy of the JV Agreement must be attached to returnable schedule **G: JOINT VENTURE DISCLOSURE**

IN CASE OF SINGLE TENDERING ENTITY:

Name of Contractor:

Contractor Grading Designation: **CE** class of construction work

CIDB Contractor Registration Number:

Expiry Date:

IN CASE OF A JOINT VENTURE:*Lead member of Joint Venture*

Name of Contractor:

Contractor Grading Designation: **CE** class of construction work

CIDB Contractor Registration Number:

Expiry Date:

Other member(s) of Joint Venture

Name of Contractor:

Contractor Grading Designation: **CE** class of construction work

CIDB Contractor Registration Number:

Expiry Date:

Name of Contractor:

Contractor Grading Designation: **CE** class of construction work

CIDB Contractor Registration Number:

Expiry Date:

(Attached additional pages if more space is required.)

SIGNED BY TENDERER:

D: SIMILAR PROJECT(S) COMPLETED BY THE TENDERER (including TABLE A of this schedule)

Notes to tenderer:

1. The tenderer must provide, in **TABLE A** of this returnable schedule, information of similar project(s) completed by the tenderer as defined in **CLAUSE F.2.1.4.4 OF T1.2: TENDER DATA**.
2. For each similar project listed by the tenderer in **TABLE A**, the tenderer must attach:
 - (a) the **COMPLETION CERTIFICATE** of the project; and
 - (b) a completed and signed returnable schedule **D(A): SIMILAR PROJECT COMPLETED VERIFICATION FORM**.
3. The tenderer shall indicate in **TABLE A**, where applicable, if a similar project was completed as:
 - (a) a principal contractor (PC);
 - (b) a joint venture (JV) member;
4. The tenderer must only list defined similar project(s) completed in **TABLE A** provided. **DO NOT** attach a separate list of projects; and **DO NOT** include projects which are not defined as similar projects.
5. The information supplied by the tenderer in **TABLE A** and attached supporting documentation [similar project completed verification form(s) and completion certificate(s)] to this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

SIGNED BY TENDERER:

TABLE A: LIST OF SIMILAR PROJECTS COMPLETED FOR RETURNABLE SCHEDULE D

CONTRACT NAME AND CONTRACT NUMBER	EMPLOYER	WORK DONE AS A (tick applicable box)	SHORT DESCRIPTION OF WORKS COMPLETED	DURATION OF WORKS (months)	VALUE OF WORKS COMPLETED (incl. VAT)	COMPLETION DATE (mm/yyyy)
		☐ PC ☐ JV				
		☐ PC ☐ JV				
		☐ PC ☐ JV				
		☐ PC ☐ JV				
		☐ PC ☐ JV				

SIGNED BY TENDERER:

D(A): SIMILAR PROJECT COMPLETED VERIFICATION FORM (one verification form required for each listed project)

**SIMILAR PROJECT VERIFICATION FORM (QUESTIONNAIRE)
FOR TENDER NO. SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING**

NAME OF TENDERER:

VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER OR EMPLOYER

Page 1 of 2

(Note: Verification by Employer in terms of the contract for the indicated similar project) **CONTRACT NO.:**

.....

CONTRACT NAME:

.....

EMPLOYER:

CONTRACTOR:

CONSULTING ENGINEER:

VALUE OF WORKS AT COMPLETION (INCL. VAT): R

MONTH/YEAR COMPLETED:

In terms of this Tender a similar project is defined as:

A similar bridge construction project shall be defined as a new proposed bridge construction project and include at least the following:

- Bulk earthworks operations
- Layer work and Concrete work
- Laying of precast culverts
- Minor Roadworks
- Gabion works
- Operation of quarry/source material
- Stormwater drainage (major and minor culverts)
- Targeted subcontractor management / development.
- Local Economic Development by supporting local suppliers of materials
- Targeted labour threshold

All such projects shall be located within the SADC (South African Development Community) region.

1. Was a certificate of completion, in terms of the condition of contract, issued to the contractor?

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

If **NO**, please state reasons:

.....

.....

.....

VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER OR EMPLOYER

Page 2 of 2

2. Was the project located within the SADC (South African Development Community) region?

YES	NO
-----	----

 (TICK APPLICABLE BOX)
3. Was the value of the Works, completed by the Tenderer (then Contractor) more or equal ($\geq$) R 90 million (incl. VAT)

YES	NO
-----	----

 (TICK APPLICABLE BOX)
If **NO**, please write value below

R

4. Did the project include the following works and was the Tenderer (then Contractor) involved with said works?

4.1 Bulk earthworks operations

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.2 Road layer works and bituminous surfacing

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.3 Operation of quarry/source material

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.4 Stormwater drainage (major and minor culverts)

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

4.5 Targeted subcontractor management / development

YES	NO	(TICK APPLICABLE BOX)	Involved	YES	NO
-----	----	-----------------------	----------	-----	----

Details of respondent:Verification information supplied by:
(state name & surname)

Designation on Project:

Company:

Signature: Date:

Contact Details:

Tel No.:

Email:

Company Stamp:

(Please return both pages to Tenderer for submission with his Tender

E: TENDERER'S KEY PERSONNEL (including TABLES A and B of this schedule)

Notes to tenderer:

1. The tenderer must provide, in **TABLES A and B** of this returnable schedule, required information of the tenderer's key personnel as defined in **CLAUSE F.2.1.4.4 OF T1.2: TENDER DATA**.
2. For key personnel listed by the tenderer in **TABLES A and B**, the tenderer must attach:
 - (a) proof of required professional registration with the specified professional body and that the professional registration is currently active.
 - (b) if the key personnel listed by the tenderer is not currently in the employment of the tenderer, provide letter of intent as defined in **CLAUSE F.2.1.4.4 OF T1.2: TENDER DATA**.
3. **TABLES A and B** provides space for the tenderer to provide details of the key personnel and define experience required, as defined in **CLAUSE F.2.1.4.4 OF T1.2: TENDER DATA**.
4. A CV of the tenderer's key personnel is **NOT REQUIRED** in terms of this tender as **TABLES A and B**, completed by the tenderer as instructed, provides for the required information.
5. The information supplied by the tenderer in **TABLE A and B** and attached supporting documentation [proof of professional registration and letter of intent (if applicable)] to this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

SIGNED BY TENDERER:

TABLE A: TENDERER'S KEY PERSONNEL (CONSTRUCTION MANAGER) FOR RETURNABLE SCHEDULE E

NAME	KEY POSITION	ECSA Reg. No	ECSA Category	SACPCMP Reg No	SACPCMP Category	CURRENTLY EMPLOYMENT BE TENDERER (YES or NO)	NO. OF YEARS EXPERIENCE (for defined type of works)
	CONSTRUCTION MANAGER						
List only applicable information relevant to the type and duration of experience required (Start with latest experience)							
CLIENT AND PROJECT NAME	DESCRIPTION OF PROJECT	PROJECT END DATE AND DURATION ON PROJECT	VALUE OF PROJECT	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.	

SIGNED BY TENDERER:

TABLE B: TENDERER'S KEY PERSONNEL (CONSTRUCTION HEALTH AND SAFETY OFFICER) FOR RETURNABLE SCHEDULE E

NAME	KEY POSITION	SACPCMP Reg No	SACPCMP Category		CURRENTLY EMPLOYMENT BE TENDERER (YES or NO)	NO. OF YEARS EXPERIENCE (for defined type of works)
List only applicable information relevant to the type and duration of experience required (Start with latest experience)						
CLIENT AND PROJECT NAME	DESCRIPTION OF PROJECT	PROJECT END DATE AND DURATION ON PROJECT	VALUE OF PROJECT	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT NO.

SIGNED BY TENDERER:

F: DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT

Notes to tenderer:

1. The tenderer's declaration in terms of this returnable schedule and any supporting documentation will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

DECLARATION IN RESPECT OF CONSTRUCTION EQUIPMENT

.....(**name of tenderer**) hereby declare the following:

1. The tenderer has available, either by means of his own construction equipment or ability to hire construction equipment from others, construction equipment exclusively intended for the execution and successful completion of the works as specified in the tender documentation.

by (name of tenderer's representative)

(signature of tenderer's representative)

and that the information provided by the tenderer's representative are correct.

SIGNED BY TENDERER:

.....
SIGNATURE

.....
NAME (PRINT)

WITNESS:

.....
SIGNATURE

.....
NAME (PRINT)

SIGNED BY TENDERER:

G: JOINT VENTURE AGREEMENT DISCLOSURE (if applicable)
--

Notes to tenderer:

1. If submitting a tender offer as a joint venture (JV), attach a signed copy of the JV Agreement to this returnable schedule.
2. Failure to provide a JV Agreement will render the tender non-responsive.
3. In case of a JV please note additional requirements in terms of Returnable Schedules:
 - B: CERTIFICATE OF AUTHORITY FOR SIGNATORY
 - C: REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
 - H: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
 - I: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION
 - N: TENDERER'S BANKING AND AUDITOR DETAILS
 - P: COMPULSORY ENTERPRISE QUESTIONNAIRE
 - SBD 4: DECLARATION OF INTEREST
 - SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
 - SBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

SIGNED BY TENDERER:

H: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Notes to Tenderer:

1. The tenderer must be registered with the National Treasury Central Supplier Database and tax status must be compliant, in terms of National Treasury requirements. Failure to comply will render the tender offer non-responsive.
2. The tenderer shall complete this returnable schedule and attach a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database (www.treasury.gov.za). In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.

IN CASE OF SINGLE TENDERING ENTITY:

Name of Supplier:

Central Supplier Database Supplier Number:

IN CASE OF A JOINT VENTURE:*Lead member if Joint Venture*

Name of Supplier:

Central Supplier Database Supplier Number:

Other member(s) of Joint Venture

Name of Supplier:

Central Supplier Database Supplier Number:

Name of Supplier:

Central Supplier Database Supplier Number:

(Attached additional pages if more space is required.)

SIGNED BY TENDERER:

I: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Notes to tenderer:

1. The tenderer must be registered with the **Bargaining Council for the Civil Engineering Industry (BCCEI)**. Failure to comply will render the tender offer non-responsive.
2. The tender must attach to this returnable schedule proof of registration with applicable Bargaining Council. In case of a joint venture (JV) each member of the JV must attach proof of registration.
3. The tenderer's declaration in terms of this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

.....(name of tenderer) hereby declare the following:

1. The tenderer and his subcontractors shall be registered with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** prior to closing of the Tender.
2. The tenderer and his subcontractors shall apply the rates for wages and conditions of labour agreed by the **Bargaining Council for the Civil Engineering Industry (BCCEI)**.
3. The tenderer has included in the tendered rates and prices of the completed Pricing Schedules for all costs related to applying the rates for wages and conditions of labour agreed by the **Bargaining Council for the Civil Engineering Industry (BCCEI)**.

by (name of tenderer's representative)

(signature of tenderer's representative)

and that the information provided by the tenderer's representative are correct.

SIGNED BY TENDERER:
SIGNATURE

.....
NAME (PRINT)

WITNESS:
SIGNATURE

.....
NAME (PRINT)

SIGNED BY TENDERER:

J:	DECLARATION IN RESPECT OF FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014
-----------	---

In terms of Regulation 7(1)(a) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person as in Construction Regulations 2014

“Competent person” means a person who:

- (a) has in respect in the work or the task to be performed the required knowledge, training and experience and, where applicable, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) is familiar with the Act and with the applicable regulations made under the Act.

Tenderers shall answer the questions below:

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

Signature : : Name :

YES	☐
NO	☐

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

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

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

.....

.....

.....

.....

CONTINUE ON THE NEXT PAGE

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

.....

.....

.....

.....

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

Note: The successful tenderer must submit a Project Specific Occupational Health and Safety Plan approved by the Employer within 14 days of being awarded the contract.

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

YES	
NO	

Signature: Name :

and that the information provided by the tenderer's representative are correct.

SIGNED BY TENDERER:
SIGNATURE

.....
NAME (PRINT)

WITNESS:
SIGNATURE

.....
NAME (PRINT)

SIGNED BY TENDERER:

K: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

(Attach additional pages if required.)

SIGNED BY TENDERER:

L: CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Item C1.3.1 The contractor's general obligations:

- (a) C1.3.1.1 Fixed obligations
- (b) C1.3.1.2. Value-related obligations
- (c) C1.3.1.3 Time-related obligations

exceed a maximum of 15% of the tender sum (excluding Provisional Sums and Prime Cost Sums and its related % handling cost in the bill of quantities, Dayworks, allowances for contingencies and contract price adjustment/price escalation and VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this returnable schedule.

The Employer will duly consider these reasons but reserves the right to consider the tendered rates or lump sums to be unacceptable or imbalanced and to deal with them in terms of CLAUSE F.3.9.2 OF T1.2: TENDER DATA.

Total tender for Item C1.3.1 expressed as a percentage of the tender sum (excluding Provisional and Prime Cost Sums and its related % mark-up amount in the bill of quantities, Dayworks, allowances for contingencies and contract price adjustment and VAT) ____%.

The information supplied by the tenderer in this returnable schedule and attached supporting documentation (if applicable) to this returnable schedule will be deemed material to the responsiveness and the Employer's risk analysis of the tender offer.

SIGNED BY TENDERER:

M: RATES FOR SPECIAL MATERIALS

Notes to tenderer:

1. Each material dealt with as a special material in terms of **CLAUSE 6.8.3 OF C1.2 CONTRACT DATE** is stated by the Employer, in the table below.
2. If **NO** special materials are stated by the Employer, in the table below, then **NO** special materials are applicable to the tender.
3. Where special material is stated by the Employer, in the table below, the tenderer shall provide the unit (indicating whether the material will be delivered in bulk or in containers) and rate for such special materials.
4. Such rates and prices shall not include VAT but shall include all other obligatory taxes and levies.
5. Fuel is **NOT** classified as a special material.
6. When called upon to do so by the Employer, the tenderer shall substantiate the tenderer special material rates and prices with acceptable documentary evidence.
7. Only special material, stated by the Employer, for which the tenderer has provided units, tendered rates and prices in the table below shall be carried forward to **CLAUSE 6.8.3 OF C1.2 CONTRACT DATA (PART 2)**.

SPECIAL MATERIAL	UNIT	RATE

SIGNED BY TENDERER:

N: TENDERER'S BANKING AND AUDITOR DETAILS

Notes to tenderer:

1. The tenderer shall provide his banking and auditor details as indicated below.
2. In the case of a joint venture (JV), the tenderer shall provide banking and auditor details for each member of the JV.
3. The information supplied by the tenderer in this returnable schedule and any additional financial information of the tenderer as may be requested by the Employer will be deemed material to the Employer's risk analysis of the tender offer.

Bank Details - Bank Name:

Address:

Account Number:

Contact Person:

Tel No.:

Fax No.:

Auditor Details - Firm Name:

Address:

Account Number:

Contact Person:

Tel No.:

Fax No.:

(Attach additional pages if required.)

SIGNED BY TENDERER:

O: TENDERER'S PROPOSED SUBCONTRACTORS (excluding targeted subcontractors)

Project Title:		CONSTRUCTION OF GALI RIVER CROSSING				
Contract Number:		SCMU10-26/27-0018				
We notify you that it is our intention to employ the following subcontractors for work under this contract. If we are awarded a contract, we agree that this motivation does not change the requirement for us to submit the names of proposed Subcontractors in accordance with the requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.						
	Name and address of proposed subcontractor (s)	BBBEE – level of subcontractor (Proof must be submitted with the tender)	Nature and extend of Work	Previous experience with subcontractor	Estimated R-value of subcontract works	Subcontracting % based on R-Value of total Bid price
1					R	%
2					R	%
3					R	%
4					R	%
5					R	%
TOTAL R- VALUE AND PERCENTAGE OF WORK OF SUB-CONTRACTORS					R	%

Signed:
(Signature of tenderer)

Date:

Name:
(Name of authorized signature)

Position:
(Position of authorized signature)

Name of tenderer:

This schedule will be read and applied in conjunction with the provisions of SBD 6.1, paragraph 7. **In the event that the total subcontracting exceeds 25% of the tender sum, a valid BBBEE-certificate must be submitted with the bid for each proposed sub-contractor.**

DO NOT INCLUDE TARGETED SUBCONTRACTOR(S) TO BE APPOINTED AS A CONDITION OF CONTRACT IN TERM OF THIS TENDER.

SIGNED BY TENDERER:

P: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD4 must be completed for each tender and attached as a tender requirement

Section 7.1: The attached SBD6.1 must be completed for each tender and attached as a tender requirement

Section 7.2: The attached SBD6.2 must be completed for each tender and attached as a tender requirement

Section 8: The attached SBD8 must be completed for each tender and attached as a tender requirement

Section 9: The attached SBD9 must be completed for each tender and attached as a tender requirement

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

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

Signed: Date:

Name: Position:

Enterprise name:

SIGNED BY TENDERER:

SBD 4: DECLARATION OF INTEREST

1. Any legal person, including person(s) employed by the State, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this tender (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favoritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where:

the tenderer is employed by the State; and/or

the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender, or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

2. **Definitions:**

2.1 "State" means:

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

3. **In case of a joint venture (JV), separate declaration of interest returnable schedule is to be completed and submitted by each JV member.**

4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

4.1 Full Name of tenderer or his or her representative:

.....

4.2 Identity Number:

4.3 Position occupied in the Company (director, trustee, shareholder):

4.4 Company Registration Number:

4.5 Tax Reference Number:

4.6 VAT Registration Number:

4.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 5 below.

4.7 Are you or any person connected with the tenderer presently employed by the State? YES / NO

4.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of State institution at which you or the person connected to the tenderer is employed :

Position occupied in the State institution:.....

Any other particulars:

.....

4.7.2 If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

4.7.2.1 If yes, did you attached proof of such authority to the tender document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.)

4.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

4.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the State in the previous twelve months? YES / NO

4.8.1 If so, furnish particulars:

.....

4.9 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this tender? YES / NO

4.9.1 If so, furnish particulars.

.....

4.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the State who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

4.10.1 If so, furnish particulars.

.....

.....

.....

4.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? **YES/NO**

4.11.1 If so, furnish particulars:

.....

.....

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

6 **DECLARATION**

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 4 and 5 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF CLAUSE F.3.7 OF THE CONDITIONS OF TENDER SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SIGNED BY TENDERER:

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2 **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 B-BBEE MUST NOT EXCEED	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. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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 80/20 or 90/10 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.)

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Specific Goals:		
Black ownership	10	
Woman ownership	5	
Locality: -		
(a) Company Head office based in the Eastern Cape (verified in Company Profile, CIPC and on CSD)	5	
(b) Regional Office in the Eastern Cape. Office is required to be fully operational, staffed and verifiable on CSD. Provide Staffing component.	3	
(c) Outside Eastern Cape no satellite office in Eastern Cape:	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

Company registration number:

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]

3.4. I, the undersigned, who is duly authorized 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 favorable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

SBD 6.2

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.:

ISSUED BY: (Procurement Authority / Name of Institution):

NB

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

I, the undersigned,..... (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

SBD 6.2

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. _____ **DATE:** _____

WITNESS No. _____ **DATE:** _____

SIGNED BY TENDERER:

GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT**1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL**2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

a written guideline; and

three declarations that must be completed:

Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);

Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D);

and

Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and

Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:
products imported directly by the tenderer; and
products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: “If information on the origin of components, parts or materials is not available, it will be deemed to be imported content.”

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components /materials/ services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Anybody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering Entity Name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration - Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

SBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. The declaration:
 - (a) must form part of all tenders submitted.
 - (b) in the case of a joint venture (JV), must be completed and submitted by each member of the JV.
2. This returnable schedule 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; or;
 - (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 the tender.**

ITEM	QUESTION	RESPONSE	
4.1	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? (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). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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 (No 12 of 2004)? The Register 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.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of tenderer

SIGNED BY TENDERER:

SBD 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1. The certificate:
 - (a) must form part of all bids¹ submitted.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SIGNED BY TENDERER:

**PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
TENDER NO. SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING**

**THE CONTRACT
PART 1 (OF 4): AGREEMENTS AND CONTRACT DATA**

- C1.1 FORM OF OFFER AND ACCEPTANCE**
- C1.2 CONTRACT DATA**
- C1.3 PERFORMANCE GUARANTEE (PRO FORMA)**
- C1.4 OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993
CONTRACTORS 37.2 AGREEMENT**
- C1.5 APPLICATION FOR NOTIFICATION TO DO CONSTRUCTION
WORK (PRO FORMA)**

PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
TENDER NO. SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING

C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

SCMU10-26/27-0018:

CONSTRUCTION OF GALI RIVER CROSSING

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

By the representative of the Tenderer, deemed to be duly 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 TOTAL OF OFFERED THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS

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

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

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

OFFER SIGNATURE BLOCK

For The Tenderer:

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness

Date

2. ACCEPTANCE

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

The terms of the contract, are contained in

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

Part C2 : Pricing data

Part C3 : Scope of Work

Part C4 : Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the obligations in accordance with these terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

ACCEPTANCE SIGNATURE BLOCK

For the Employer:

Signature(s)

Name(s)

Capacity

for the **Employer:** **Eastern Cape Department of Transport**

32 Cowan Close

Stellenbosch Park

Qonce

5600

Name and
of witness

signature
Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject
Details
2. Subject
Details
3. Subject
Details
4. Subject
Details
5. Subject
Details

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

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

SCHEDULE OF DEVIATIONS SIGNATURE BLOCK

For The Tenderer:

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

for the **Employer:**

Eastern Cape Department of Transport

32 Cowan Close

Stellenbosch Park

Qonce

5600

Name and signature
of witness

Date

4. CONFIRMATION OF RECEIPT

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

the (day)

of (month)

20 (year)

at (place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-26/27-0018

CONSTRUCTION OF GALI RIVER CROSSING

C1.2: CONTRACT DATA (PART 1 OF 4)**PART 1 : DATA PROVIDED BY THE EMPLOYER****CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition (2015) [hereinafter referred to as GCC2015], published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract.

CONTRACT SPECIFIC DATA

The following contract specific data, amendments, additions, or omissions, referring to the GCC2015 are applicable to this Contract.

No.	Clause	Description
1	1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
2	1.1.1.14	The time for achieving Practical Completion is eight (8) months including all relevant special non-working days.
3	1.1.1.15	The Employer is the Province of Eastern Cape Department of Transport
4	1.1.1.16	The Employer's Agent is the ECDOT Infrastructure Design Unit , with technical support from BMK Group , to be confirmed by the Employer in the appointment letter to the Contractor.
5	1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
6	1.1.1.35	"Value of Works" means the value of Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments."
7	1.2.1.2	The address of the Employer is: Physical address: Eastern Cape Department of Transport 32 Cowan Close Stellenbosch Park Qonce 5600

No.	Clause	Description
8	1.3.7	<i>Add the following new subclause:</i> “All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.”
9	2.4.1	<i>Add the following:</i> “In the event of any ambiguity, conflict, or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: 1. Contract Data. 2. Form of Offer and Acceptance and Schedule of Deviations. 3. General Conditions of Contract (2015). 4. Scope of Works. 5. Standard Specifications of Roads and Bridgeworks (2020). 6. Site Information. 7. Construction Drawings. 8. Bill of Quantities. 9. The Returnable Schedules.
10	3.2.3	The Employer has appointed an Environmental Control Officer (ECO) and a Construction Health and Safety Agent (CHSA) who will conduct periodic audits. All instructions arising from such audits will be issued through the Employer's Agent. The Employer's Agent shall obtain specific written approval from the Employer before carrying out any of his functions or duties according to the following Clauses of the General Condition of Contract: • Nominating the Employer's Agent's Representative in terms of Clause 3.3.1. • The issue of instructions for dealing with fossils and the like in terms of Clause 4.7. • Authorizing the Contractor to repair and make good, excepted risks in terms of Clause 7.5.5. • The issuing of variation orders in terms of Clause 6.3.2.

No.	Clause	Description
		• The issuing of an instruction to accelerate progress in terms of Clause 5.12.4. • The approval of any extension of time for completion in terms Clause 5.12.1. • The reduction of a penalty for delay in terms of Clause 5.13.2. • The issuing of penalties in terms of Clause 5.13. • The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4. • The giving of a ruling on a Contractor's claim in terms of Clause 10.1.5. • The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
11	3.2.4	Delete the last sentence of clause 3.2.4.
12	3.3.6	<i>Add the following:</i> "The time limit for referring the matter to the Employer's Agent by the Contractor shall be twenty-one (21) days after the decision in question was given by the Employer's Agent's Representative".
13	4.3.3	<i>Add the following new subclause:</i> "The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations; (d) The Contractor agrees that any duly authorized official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) 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 Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2014 (i) Acquaint himself with the requirements of the Employer's Health and Safety Specification as laid down in regulation 5(1)(b) of the Construction Regulations of 2014, and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in Construction Regulation 7(1)(a) of the Construction Regulations of 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 14 days from the date of signing the Form of

No.	Clause	Description
		Acceptance and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned Agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with 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 as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified."
14	4.3.4	<i>Add the following new subclause:</i> "The Contractor shall assume responsibility for compliance with the Environmental Management Programme (EMPR) and all other relevant environmental Acts and regulations in respect of the sites and shall ensure that the sites are rehabilitated before the conclusion of the Contract. a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant environmental documentation relevant to this project, which may include: - NEMA Authorizations for the project; - MPRDA authorizations for the project; - DAFF permits for the project; - DWS authorizations for the project; and - DEDEAT approved. b) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant environmental legislative provisions of the relevant Acts as listed in Section B1232 of the Contract Document; c) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the various environmental Acts and regulations will be fully complied with; d) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. e) The Contractor agrees that any duly authorized official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Environmental Method Statements held by the Contractor; f) 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 Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge."
15	4.12.2	<i>Add the following:</i> "Employer's minimum requirements for approval of the Construction Manager:

No.	Clause	Description
		i) A suitably qualified and experienced Construction Manager/Site Agent who will be the single point accountable and responsible person for the full time management of the construction works on site, who is registered and has a valid registration certificate with ECSA as a Professional Engineer (Pr Eng.) or Professional Engineering Technologist (Pr Tech Eng.) or Professional Engineering Technician (Pr Techni Eng.) or Registered and has a valid registration certificate with SACPCMP as Professional Construction Manager (Pr CM) and has a minimum of ten (10) years' experience in bridge construction project(s). Employer's minimum requirements for approval of the Construction Health and Safety Officer: ii) A suitably qualified and experienced full-time Construction Health and Safety Officer to manage the Contractor's health and safety obligations on site who is registered and has a valid registration certificate with SACPCMP as a Professional Construction Health and Safety Officer (Pr CHSO) and has a minimum of five (5) years' experience on road and/or bridge construction projects."
16	5.3.1	<i>Add the following:</i> "The documentation required from the provincial director (Department of Employment and Labour) before commencement with Works execution is: Notification of Construction Work in terms of Regulation 4 of Construction Regulations, 2014 (Annexure 2) and proof of submission thereof, together with the following: i) Insurances (Refer Clause 8.6). ii) Signed agreement in terms of Section 37.2 of the OHS Act, 1993. iii) A valid Letter of Good Standing from the Compensation Commissioner or FEMA. In terms of Regulation 4(1) of Construction Regulations, 2014 the Principal Contractor must compile and submit Annexure 2 to the provincial director at least 7 days before commencement of construction work, after approval of the Occupational Health and Safety Plan by the Client. This is a notification project in terms of Regulation 4. No Construction Work Permit in terms of Regulation 3(1), 3(2) and 3(3) is required for this project.
17	5.3.2	The Contractor shall submit the documentation required under subclause 5.3.1, including that required for the notification of construction work in terms of Regulation 4 (Annexure 2) and commencement with Works, within seven (7) days from the Commencement Date.
18	5.4.4	<i>Add the following new subclause:</i> "The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purpose of the Works."
19	5.8.1	The non-working days are Sundays.

No.	Clause	Description
		The special non-working days are: 1. All gazetted public holidays. 2. The contractor's year-end break as advertised in the Government Gazette.
20	5.11.2	<i>In the third line, after the word "progress", insert "or alter the order".</i>
21	5.13.1	The penalty for failing to complete the Works is 1.5 cents / R 100.00 of Contract Sum per calendar day or part thereof.
22	5.14.1	The requirements for achieving Practical Completion are as stated in the clause B1210 of Section 1200 of Section B of C3.4 of Part 3 of 4 of the Contract.
23	5.16.3	The latent defects period is ten (10) years.
24	6.2.1	The security to be provided by the Contractor shall be a Fixed Performance Guarantee of 10% of the Contract Sum.
25	6.3.1	<i>In the fifth line, after the word "shall", insert "with the approval of the Employer".</i>
26	6.6.1.2	<i>After all references to the word "sums", insert "excluding VAT"</i>
27	6.8.1	<i>Add the following:</i> "The tender rates and prices shall also be exclusive of Value Added Tax (VAT). Provision is made for the addition of VAT in the summary of the Bill of Quantities."
28	6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.15 The values of the coefficients are: a = 0.20 (Labour) b = 0.40 (Contractor's equipment) c = 0.25 (Material) d = 0.15 (Fuel) The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa: 1. "L" is the "Labour Index" and shall be the "Consumer Price Index (CPI) for Eastern Cape: Province" as published in the Statistical News Release P0141Table A the "Consumer Price Index: Main Indices" of Statistics South Africa. 2. "P" is the "Contractor's Equipment Index" and shall be the price index for "Plant and equipment" as published in the Statistical Release P0151.1 Table 4 the "Mining and construction plant and equipment price index" of Statistics South Africa. 3. "M" is the "Materials Index" and shall be the price index for "Civil Engineering Material – Roads, General (Excluding bitumen)" as published in the Statistical Release P0151.1 Table 6 the "Civil Engineering material price indices" of Statistics South Africa. 4. "F" is the "Fuel Index" and shall be the price index for "Coal and petroleum products: Diesel" as published in the Statistical Release P0142.1 Table 1 the "PPI for final manufactured goods" of Statistics South Africa. The base month and year is the month prior to the month in which tender closed.
29	6.8.3	The Contract Price shall be subject to price adjustment for variations in the cost of special materials. The following materials are classified as a special materials:

No.	Clause	Description
		Net bitumen content of all penetration grade bituminous products measured in ton. The net amount of any variation incurred shall be determined from the ex-refinery rate for bitumen at time of purchase relative to that of the base month for the supplier (refinery) of bitumen actually used to produce the relevant bituminous product. The base month for the purposes of calculating the variation in the cost of special materials shall be the month prior to the tender closing date.
30	6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
31	6.10.1.9	<i>Add the following sub subclause:</i> "The Contractor is required to submit an accurately completed and signed monthly Contractor Monthly Local Labour Report in accordance with clause E1.4.4 of Section E of Part 3 of 4 of the Contract.
32	6.10.2	<i>Add the following:</i> "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials off site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the relevant pro-forma"
33	6.10.3	The percentage retention on the amounts due to the Contractor is 10% of the Contract Price. <i>Add the following:</i> "A retention money guarantee in lieu of retention is not permitted."
34	6.10.4	<i>Replace clause 6.10.4 with the following:</i> The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Employer's Agent of the Contractor's said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer shall pay the amount due to the Contractor within 30 days of receipt by the Employer of the payment certificate signed by the Employer's Agent. Payment shall be subject to Employer having received payment for the services from the Eastern Cape Department of Transport and the Contractor submitting a tax invoice, if required by law, to the Employer for the amount due.
35	6.11	<i>Replace all references to "15 per cent" with "20 per cent".</i> <i>Replace last paragraph after "6.11.1.6 Daywork, with the following:</i> "then the Value related portion of General Items shall be adjusted by such sums (if any)."
36	7.2.1	<i>Add the following at the end of the paragraph:</i> "subject to approval of the Employer's Agent".
37	8.2.1	<i>Add the following:</i> "The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient road

No.	Clause	Description
		traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation, or statutory authorities. All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard. Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."
38	8.2.2.3	<i>Add the following to the end of Clause 8.2.2.3</i> "risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract that the Contractor is to effect insurance against these risks."
39	8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00.
40	8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 500 000.00.
41	8.6.1.3	The limit of indemnity for liability insurance is R 20 000 000.00 for any single claim with the number of claims to be unlimited.
42	8.6.1.5	Where the Contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture or fabrication. In the event the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance.
43	10.5.3	The number of Adjudication Board Members to be appointed is one (1). The dispute shall be referred to ad-hoc adjudication.
44	10.7.1	The determination of disputes shall be by arbitration.

PROVINCE OF THE EASTERN CAPE

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CONSTRUCTION OF GALI RIVER CROSSING

C1.2 : CONTRACT DATA (PART 2 OF 4)**PART 2 : DATA PROVIDED BY THE CONTRACTOR**

No.	Clause	Description
1	1.1.1.9	The Contractor is [The Legal name of the Contractor].
2	1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :
3	6.2.1	The security to be provided by the Contractor shall be: Type of Security Fixed Performance Guarantee of 10% of the Contract Sum

**PROVINCE OF THE EASTERN CAPE
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CONSTRUCTION OF GALI RIVER CROSSING**

C1.3 : PERFORMANCE GUARANTEE (PRO FORMA)

For use with the General Conditions of Contract for Construction Works, Third Edition (2015)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means: EC DEPARTMENT OF TRANSPORT

"Contractor" means:

"Employer's Agent" means: As appointed by the Employer

"Works" means: CONSTRUCTION OF GALI RIVER CROSSING

"Site" means: The land and other places made available by the Employer, for the purpose of the Contract, on, under, over, in or through which the Works are to be carried out

"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:

Type of Performance Guarantee: **Fixed**

"Expiry Date" means..... or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated her

CONTRACT DETAILS

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

1. FIXED PERFORMANCE GUARANTEE

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, 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.
- 1.3 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.

2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 2.1 The Guarantor hereby acknowledges that:
 - 2.1.1 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.
 - 2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2 Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 2.2.1 to 2.2.3:
 - 2.2.1 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 2.2.2;
 - 2.2.2 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 2.2.1 and the sum certified has still not been paid;
 - 2.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 2.2.
- 2.3 Subject to the Guarantor's maximum liability referred to in 1.1, 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:
 - 2.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2.3; or
 - 2.3.2 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 2.3; and
 - 2.3.3 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.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.2 and 2.3 shall not exceed the Guarantor's maximum liability in terms of 1.1.
- 2.5 Where the Guarantor has made payment in terms of 2.3, 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.
- 2.6 Payment by the Guarantor in terms of 2.2 or 2.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 2.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.

- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.2, 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.
- 2.11 This Performance Guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

PROVINCE OF THE EASTERN CAPE
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CONSTRUCTION OF GALI RIVER CROSSING

C1.4 : OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 CONTRACTORS 37.2 AGREEMENT

AGREEMENT WITH MANDATORY
In terms of Section 37(1) and (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

DEPARTMENT OF TRANSPORT
(Hereinafter referred to as the "Client")

AND

PRINCIPAL CONTRACTOR
(Hereinafter referred to as the "Principal Contractor")

Compensation Fund Number: _____

Valid Letter of Good Standing to be attached to this Mandatory Document

PRINCIPAL CONTRACTOR'S UNDERTAKING AND INDEMNITY

1. The Principal Contractor hereby agrees and undertakes, in terms of Section 37(2) of the Act, to accept full responsibility for all health and safety matters for the duration of its carrying out the work, including but not limited to:-
 - 1.1 providing for the health and safety of its personnel and ensuring that its personnel at all times adhere to the provisions of the Act and the terms and conditions of the Agreement; and
 - 1.2 ensuring that no third party's health and safety is endangered in any way by the Principal Contractor's activities or conduct on the Clients' premises.
2. The Principal Contractor hereby indemnifies and holds the Client harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by the Client pursuant to a breach by the Principal Contractor or its Personnel and/or Contractors, of the provisions of the agreement and the Act.

The Principal Contractor's obligations include, without limitation, the following: -

1. The Principal Contractor shall not cause, as far as is reasonably practicable, any harm to or endanger any Clients personnel or other persons on the Clients premises at which the Principal Contractor is carrying out the work.
2. The Principal Contractor shall ensure that its personnel have access to an updated edition of the OHS Act at all times.
3. The Principal Contractor agrees to co-operate with the Client and provide the Client with all information relating to occupational health and safety issues where the Client requests such information, including any non-compliance with the requirements of the Act.
4. The Principal Contractor shall ensure that the Personnel, when on Clients premises, at all times adhere to the standard health, safety and security procedures and guidelines as laid down by the Client for its own personnel in terms of the Act, as varied and conveyed by the Client to the Principal Contractor from time to time.
5. The Principal Contractor shall ensure that, where applicable in terms of the Act, members of its personnel involved in carrying out the work undergo thorough medical examinations prior to commencing any activity on the Clients premises and continue to undergo routine medical examinations for the duration of the work.
6. The Principal Contractor shall ensure that the work carried out on The Client premises shall be carried out under strict supervision by qualified members of the Principal Contractors personnel who are trained to understand the hazards associated with the work and who are authorized to take such precautionary measures as are necessary. Further, the Principal Contractor shall enforce disciplinary measures where any members of its Personnel do not comply with the provisions of the Act.
7. The Principal Contractor shall ensure that all members of its personnel report any unsafe or unhealthy work situations to the Principal Contractor immediately. The Principal Contractor will in turn report such situations to the Client's appointed Agent immediately.
8. In the event of an incident occurring on the Client premises, the Principal Contractor shall immediately notify the Client thereof and shall inform the relevant provincial director at the Department of Labour thereof within 7 (seven) days of the incident occurring. The Client reserves the right to retain an interest in any such incident. Accordingly, the Principal Contractor shall provide the Client with copies of all documentation relating to the incident and any formal investigations or inquiries conducted in terms of the OHS Act.
9. The Principal Contractor shall under no circumstances bring any intoxicating substances onto The Client premises. Where the Client has reason to believe that any member of the Principal Contractors personnel is under the influence of an intoxicating substance, the Client shall be entitled to deny such person access to or remove such person from the Clients premises.
10. In terms of Section 10(4) of the Act, the Principal Contractor undertakes that where it uses an article sourced from a third party in the course of carrying out the work, it shall ensure that such article complies with the prescribed requirements.

11. The Principal Contractor undertakes that all vehicles used on the Clients premises shall be in a roadworthy condition and shall be fully licensed and adequately insured. The Principal Contractor undertakes further that it shall use suitably skilled and licensed drivers/operators for such vehicles and that no passengers shall be carried in these vehicles unless the vehicle in question has been specifically designed for carrying passengers. Further, the Principal Contractor shall comply with the requirements of the Hazardous Substances Act No 15 of 1973, as amended from time to time, where hazardous substances are carried on any of its vehicles.
12. The Principal Contractor undertakes, at all times, to adhere to the minimum requirements for environmental standards as set out in the OHS Act, including but not limited to lighting requirements, thermal requirements, ventilation, flooding precautions, fire precautions and noise conservation and further undertakes not to cause any impairment to the existing environmental conditions on The Clients premises.
13. The Principal Contractor shall at all times have an adequate supply of fire protection equipment at the Clients' premises on which the work is in progress. The Principal Contractor shall also ensure that all personnel on the Clients' premises are familiar with the Client's fire precautions and procedures; including alarm signals and emergency exits and that they adhere to such precautions.
14. The Principal Contractor shall provide and maintain in good condition, a satisfactorily equipped first aid box where there are more than five personnel members at the Clients premises.
15. The Principal Contractor shall ensure that all personnel are trained and provided with instructions and information on health and safety aspects relating to the work and that they understand the hazards associated with the work being carried out on the Clients premises, if applicable.
16. The Principal Contractor shall ensure that where needed, health and safety equipment shall be provided or installed.
17. The Principal Contractor shall further ensure that all personnel using any machinery or other equipment are properly trained and qualified to use such machinery or other equipment and that precautionary measures are taken when using any machinery or equipment.
18. The Principal Contractor shall not permit any person to enter the Clients premises where the work is being carried out where the health and safety of such person is at risk or may be at risk. Where the Client deems it necessary, the Principal Contractor agrees to post a notice at the Clients premises prohibiting the entry of unauthorized persons onto the premises.
19. If the Principal Contractor is to engage in construction work on the Client premises and if the nature of such construction work falls within the ambit of Section 3 of the Construction Regulations to the OHS Act, it shall inform the relevant provincial director at the Department of Labour thereof and provide the provincial director with the information required in the aforementioned Section 3.
20. The Principal Contractor shall at all times allow inspectors access to The Client premises and shall allow them to inspect the work. The Principal Contractor shall not prevent any inspector from removing any article, substance, machinery or documentation and shall allow an inspector to provide assistance where such inspector deems necessary.
21. Should the Client at any time have reason to believe that any member of the Principal Contractors personnel is failing to comply with the provisions of the OHS Act or that such Personnel-member poses a threat or risk to the Client, the Client shall be entitled to deny such personnel-member access to any or all of the Client's premises and require the Principal Contractor to replace such member of its personnel without delay.

Principal Contractor WARRANTIES

The Principal Contractor hereby warrants that it shall at all times:-

1. comply with all provisions of the OHS Act and the Regulations thereto;
2. be in possession of all required documents to carry out the work, such documents to remain valid for the full duration of the work;
3. be in possession of a valid registration with the Compensation Commissioner in terms of the Compensation for Occupational Injuries Act No 130 of 1993 and have paid all monies due to the Compensation Commissioner. The Principal Contractor must ensure that its cover under the abovementioned OHS Act remains in force for the duration of the work;
4. be in possession of and present to the Client on signing hereof, a letter of Good Standing from the Compensation Commissioner;
5. have correctly trained personnel with the required certifications and qualifications as prescribed by the Act;
6. maintain acceptable levels of hygiene and cleanliness in carrying out the work;
7. carry out and comply with all requirements prescribed in terms of the General Safety Regulations in the Act, including but not limited to:-
 - 7.1 using adequate personal protective equipment where applicable; and
 - 7.2 using machinery which is in good order and is fit for the purpose for which it is intended; and
8. as far as reasonably practicable, ensure that any persons other than the Personnel who may be directly affected by the Principal Contractor activities shall not be exposed to health and safety dangers as a result of the work which the Contractor is carrying out.

ACCEPTANCE BY MANDATORY

SIGNED at on 20

For and on behalf of the **Client**

Name & Office

WITNESSES:

1 _____
Signature

Name

2 _____
Signature

Name

SIGNED at on 20

For and on behalf of the **Contractor**

Name & Office

WITNESSES:

1 _____
Signature

Name

2 _____
Signature

Name

PROVINCE OF THE EASTERN CAPE
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C1.5: APPLICATION FOR NOTICE TO DO CONSTRUCTION WORK (PRO FORMA)

ANNEXURE 2

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(Regulation 4 of the Construction Regulations, 2014)**

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and Postal Address of Principal Contractor:

- (b) Name and telephone number of Principal Contractor's Contact Person:

2. Principal contractor's compensation registration number:

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

- (b) Name and telephone number of Client's contact person / agent:

4. (a) Name and postal address of Designer(s) for this project:

- (b) Name and telephone number of Designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8 (1):

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8 (2):

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

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

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

Total: _____ Male: _____ Female: _____

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

13. Name(s) of contractors already selected:

Principal Contractor

Date

Client's Agent (where applicable)

Date

Client

Date

THIS DOCUMENT IS TO BE FORWARDED TO THE DEPARTMENT OF LABOUR **7 DAYS**
PRIOR TO THE COMMENCEMENT OF WORK ON SITE

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**THE CONTRACT
PART 2 (OF 4) : PRICING DATA**

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C2. PRICING DATA

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C2.2 PRICING SCHEDULE	C2.5

PROVINCE OF THE EASTERN CAPE

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CONSTRUCTION OF GALI RIVER CROSSING)

C2.1 PRICING INSTRUCTIONS

C2.1.1 Measurement and payment shall be in accordance with the relevant provisions of the COTO Standard Specification for Road and Bridge Works for State Authorities (2020 edition) as amended in the Scope of Works.

C2.1.2 The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

%	=	percent	m ³ -km	=	cubic metre-kilometre
h	=	hour	MN	=	meganewton
ha	=	hectare	MN.m	=	meganewton-metre
kg	=	kilogram	MPa	=	megapascal
kl	=	kilolitre	No.	=	number
km	=	kilometre	Prov sum	=	Provisional sum
km-pass	=	kilometre-pass	PC Sum	=	Prime Cost sum
kPa	=	kilopascal	R/only	=	Rate only
kW	=	kilowatt	sum	=	lump sum
l	=	litre	t	=	tonne (1000kg)
m	=	metre	W/day	=	Work day
mm	=	millimetre	LI	=	Labour Intensive
m ²	=	square metre			
m ² -pass	=	square metre-pass			
m ³	=	cubic metre			

S

C2.1.3 For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:

Unit: The unit of measurement for each item of work as defined in the COTO Standard Specification for Road and Bridge Works for State Authorities (2020 edition).

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

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

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

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

C2.1.4 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.

C2.1.5 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards)

C2.1.6 The prices and rates in the Pricing Schedule are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall

cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

- C2.1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.9 The quantities set out in the Pricing Schedule are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule.
- C2.1.10 The short descriptions of the items of payment given in the Pricing Schedule are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.1.11 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the COTO Standard Specification for Road and Bridge Works for State Authorities (2020 edition).
- C2.1.12 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the prefix LI filled in against every item so designated. The works, or parts of the works, including those parts requiring the use of selected subcontractors, so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- C2.1.13 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- C2.1.14 Mathematical errors in the Tender will be dealt with according to "Practice Note H2, August 2006 Version 3 – February 2008" as published by the CIDB.
- C2.1.15 Note on Handling Costs in respect of Prime Cost and Provisional Sums: The Quantity has been pre-calculated and inserted by the Employer in the Pricing Schedule. The tenderer shall insert a Rate as a percentage (%) and calculate the corresponding amount (Amount = Quantity x Rate%). The tenderer must therefore insert both a Rate and an Amount

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C2.2 PRICING SCHEDULE

Notes for Pricing

1. The Contractor shall allow in their rates for full compliance with the Environmental Management Plan (EMP) and Environmental Specifications.
2. The Contractor shall allow in their rates for full compliance with the Health and Safety Specification, including provision of a SACPCMP Registered Construction Health and Safety Officer.
3. The combined total tendered for all items under General Requirements and Provisions (Preliminary and General – P&Gs) shall not exceed 15% of the total Tender Sum, excluding VAT, Contingencies and Provision for Escalation.
4. The Bills of Quantities is provisional and subject to re-measurement in accordance with the Conditions of Contract.
5. All items in the Bills of Quantities must be priced. Any item not priced will be deemed to have a rate of R0.00 and the cost thereof will be deemed to be covered by other priced items.

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C1.3		CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS					
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.3.1			The Contractor's general obligations				
	C1.3.1.1		Fixed obligations	lump sum	1		
	C1.3.1.2		Value-related obligations	lump sum	1		
	C1.3.1.3		Time-related obligations				
		(a)	Mobilisation period	month	1		
		(b)	Execution of the works	month	8		
C1.3.2			Contract sign boards	square metre (m ²)	6		
TOTAL CARRIED FORWARD TO SUMMARY						R	

C1.6		CLEARING AND GRUBBING					
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1.6.1			Clearing				
	C1.6.1.1		Clearing with machines and hand labour where necessary	hectare (ha)	5		
	LI - C1.6.1.2		Clearing with hand labour only when labour enhanced work is specified	hectare (ha)	1		
	C1.6.1.3		Clearing for new fence lines (<i>over a width of 2,0m</i>)	kilometre (km)	1		
	C1.6.1.4		Clearing for service trenches (<i>over the agreed width required</i>)	square metre (m ²)	30		
C1.6.2			Grubbing				
	C1.6.2.1		Grubbing with machines and some hand labour where necessary	hectare (ha)	2		
	LI - C1.6.2.2		Grubbing with hand labour when labour enhancement work is specified or it is not practical to use a machine	hectare (ha)	2		
	LI - C1.6.2.3		Grubbing by hand for new fence lines (<i>over a width of 2,0m</i>)	kilometre (km)	1		

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	LI - C1.6.2.4	Grubbing by hand for service trenches (over the agreed width required)	square metre (m ²)	10		
C1.6.3		Removal and grubbing of large trees and tree stumps:				
C1.6.5		Spreading organic matter and covering with soil	cubic metre (m ³)	2000		
C1.6.6		Mulching selected organic matter	cubic metre (m ³)	2000		
C1.6.7		Re-clearing of previously cleared areas	hectare (ha)	1		
C1.6.8		Conservation of vegetation:				
	LI - C1.6.8.6	Removal, storage and maintenance of trees, girth exceeding 3,0m	number (No.)	10		
C1.6.9		Conservation of topsoil:				
	LI - C1.6.9.1	Stockpiling topsoil	cubic metre (m ³)	60		
	LI - C1.6.9.2	Windrowing topsoil	cubic metre (m ³)	60		
C1.6.10		Disposal of hazardous waste material:				
	C1.6.10.1	Disposal of hazardous waste material at an approved hazardous waste material facility	provisional sum	Prov.	Sum	R150,000
	C1.6.10.2	Handling cost, profit and all other charges in respect of item C1.6.10.1	percentage (%)	R150,000		
TOTAL CARRIED FORWARD TO SUMMARY					R	

C3.1

EXCAVATION FOR DRAINS

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C3.1.1			Excavation for open drains:				
	C3.1.1.1		Excavating all material situated within the following depth ranges below the surface level using conventional methods:				
		(a)	0m to 1,5m	cubic metre (m ³)	200		
		(b)	Exceeding 1,5m and up to 3,0m	cubic metre (m ³)	100		
		(c)	Etc. in increments of 1,5m	cubic metre (m ³)	20		
	C3.1.1.2		Extra over sub-item C3.1.1.1 for excavation in hard and boulder material, irrespective of depth	cubic metre (m ³)	20		
	C3.1.1.3		Extra over sub-item C3.1.1.1 for excavation in stabilised existing road layers, irrespective of depth	cubic metre (m ³)	10		
	LI - C3.1.1.4		Excavating soft material situated 0m to 1,5m below the surface level using labour enhanced construction methods	cubic metre (m ³)	10		
	LI - C3.1.1.5		Excavating intermediate material situated 0m to 1,5m below the surface level using labour enhanced construction methods	cubic metre (m ³)	15		

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C3.1.2			Clearing, shaping and disposal of accumulated sediment in existing unlined open drains				
	C3.1.2.1		Using conventional methods	cubic metre (m ³)	20		
	LI - C3.1.2.2		Using labour enhanced construction methods	cubic metre (m ³)	20		
C3.1.3			Excavation, clearing and disposal of accumulated sediment in existing lined drains and drainage systems				
	C3.1.3.1		Using conventional methods (up to 1,5m):				
		(b)	Culvert barrels	cubic metre (m ³)	5		
		(c)	Concrete or other lined side drains	cubic metre (m ³)	5		
	C3.1.3.2		Using conventional methods (in excess of 1,5m):				
		(a)	Manholes and inlet and outlet structures	cubic metre (m ³)	5		
		(b)	Culvert barrels	cubic metre (m ³)	5		
		(c)	Concrete or other lined side drains	cubic metre (m ³)	5		
	C3.1.3.3		Using labour enhanced construction methods:				
		(a)	Manholes and inlet and outlet structures	cubic metre (m ³)	5		
		(b)	Culvert barrels	cubic metre (m ³)	5		
		(c)	Concrete or other lined side drains	cubic metre (m ³)	5		
C3.1.4			Excavation and disposal of material for subsoil drainage systems:				
	C3.1.4.1		Excavating in all material situated within the following depth ranges below the surface:				
		(a)	0m to 1,5m	cubic metre (m ³)	5		
		(b)	Exceeding 1,5m and up to 3,0m	cubic metre (m ³)	5		
		(c)	Etc. in increments of 1,5m	cubic metre (m ³)	5		
	LI - C3.1.4.2		Excavating soft material situated within 0m to 1,5m below the surface level using labour enhanced construction methods	cubic metre (m ³)	5		
	LI - C3.1.4.3		Excavating intermediate material situated within 0m to 1,5m below the surface level using labour enhanced construction methods	cubic metre (m ³)	5		
	C3.1.4.4		Extra over sub-item C3.1.4.1 for excavation in hard and boulder material, irrespective of depth	cubic metre (m ³)	5		
	C3.1.4.5		Extra over sub-item C3.1.4.1 for excavation through stabilised existing road layers	cubic metre (m ³)	5		
	C3.1.4.6		Excavation and disposal of material for composite in-plane fin-drain type drainage systems using a trenching machine:		5		
		(a)	Trench width of 600... and depth of 300	metre (m)	200		
C3.1.5			Impermeable backfilling to subsoil drainage systems				
	C3.1.5.1		Un-stabilised natural gravel obtained from approved sources on the site	cubic metre (m ³)	10		
	C3.1.5.2		G5 material obtained from commercial sources	cubic metre (m ³)	10		
	C3.1.5.3		Extra over items C3.1.5.1 and C3.1.5.2 for stabilisation with 4,0% CEM II (32.5) cement	cubic metre (m ³)	10		
C3.1.6			Construction of banks and dykes:				
	C3.1.6.1		Banks and dykes using conventional methods	cubic metre (m ³)	100		
	LI - C3.1.6.2		Banks and dykes using labour enhanced construction methods	cubic metre (m ³)	100		
C3.1.7			Natural permeable material in subsoil drainage systems (approved crushed stone):				
	C3.1.7.1		Crushed stone obtained from approved sources on the site (G2)	cubic metre (m ³)	50		

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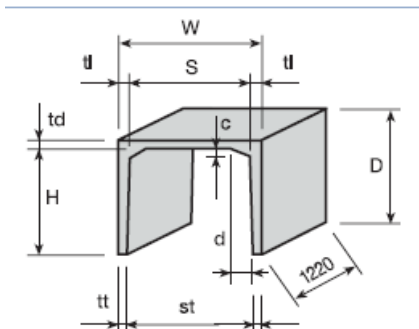
	C3.1.7.2		Crushed stone obtained from commercial sources (G2)	cubic metre (m ³)	50		
C3.1.8			Natural permeable material in subsoil drainage systems (approved natural sand):				
	C3.1.8.1		Natural sand obtained from the approved sources on site	cubic metre (m ³)	60		
	C3.1.8.2		Natural sand from commercial sources (<i>fine graded sand complying with SANS 1083</i>)	cubic metre (m ³)	30		
C3.1.9			Pipes in subsoil drainage systems:				
C3.1.10			Polymer film sheeting or similar approved material, for lining subsoil drainage systems:				
C3.1.11			Geotextiles (<i>Medium weight non-woven geotextile of between 200 to 300g/m</i>)	square metre (m ²)	300		
C3.1.12			Composite drainage systems				
	C3.1.12.1		In-plane drainage systems (<i>Bidim</i>)	metre (m)	100		
	C3.1.12.2		Vertical subsoil strip drainage systems (<i>Bidim</i>)	metre (m)	20		
C3.1.13			Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	C3.1.13.1		Outlet structures - <i>Concrete encased outlet for subsoil drainpipe (500mm long x 300mm x 300mm) at riverbed level at end of gabion or as directed by the Engineer</i>	number (No.)	4		
TOTAL CARRIED FORWARD TO SUMMARY						R	
C3.2 CULVERTS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C3.2.5			Rectangular culverts with prefabricated elements:				
	C3.2.5.1		Prefabricated portal culverts; wall and roof combination (<i>size and type indicated below</i>):				

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S 1500 D 1675 W 1860 C200 TT 130

No.

290

S 1800 D 1675 W 1860 C200 TT 130

No.

50

C3.2.8

Concrete backfill or encasement for culverts
(20Mpa WITH 100MM THICKNESS)cubic metre (m³)

50

Note the Portals to be installed 100mm apart
along the bridge length for reinforced concrete
infill as per drawing

TOTAL CARRIED FORWARD TO SUMMARY

R

C3.3

CONCRETE KERBING AND CHANNELING, BERMS, CHUTES,
DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED
AND GABION LININGS FOR OPEN DRAINS

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C3.3.1			Concrete kerbing:				
	LI - C3.3.1.1		Prefabricated kerbing (<i>Figure 8</i>):				
		(a)	Figure 8 Kerbing	metre (m)	100		
C3.3.2			Concrete kerbing-channelling combination:				
	LI - C3.3.2.1		Prefabricated kerbing-channelling (<i>description of type of channel and bedding with reference to drawing</i>):				

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		(a)	Figure 4 Barrier Kerb	metre (m)	100		
		(b)	Figure 8 Mountable	metre (m)	100		
C3.3.6			Concrete chutes (typical designs):				
	LI - C3.3.6.1		Prefabricated concrete taper chutes	metre (m)	100		
	LI - C3.3.6.3		Stone pitched chutes	metre (m)	200		
C3.3.7			Cast in situ concrete chutes (measured by components):				
	LI - C3.3.7.1		Concrete 20 MPa	cubic metre (m ³)	100		
	LI - C3.3.7.2		Formwork <i>smooth and polished finish</i>	square metre (m ²)	200		
	LI - C3.3.7.3		Stone pitched chutes				
		(a)	Grouted stone pitching <i>trapezoidal drains 400 bottom 1:2 sloped and 300 depth</i>	square metre (m ²)	200		
C3.3.8			Linings for open drains:				
	LI - C3.3.8.3		Stone pitched lining (200mm thickness)				
		(a)	Grouted stone pitching <i>trapezoidal drain of the same specified size</i>	square metre (m ²)	200		
TOTAL CARRIED FORWARD TO SUMMARY						R	

C13.1 FOUNDATIONS							
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C13.1.1			Provision of designs and drawings of temporary works by an ECSA-registered Professional Engineer or Technologist or Geotechnical Engineer (Stormwater control and riverbed management during construction payment on approval of design and costing model)	Provisional Sum	Prov.	Sum	R200,000.00
	C13.1.1.1		Handling costs and profit in respect of item C13.1.1.	%	R200,000.00		
C13.1.2			Additional foundation investigations:				
	C13.1.2.1		Provisional sum allowed for additional foundation investigations	Provisional sum	Prov.	Sum	R250,000.00
	C13.1.2.2		Handling costs and profit in respect of item C13.1.2.1	%	R250,000.00		
134.1.3			Excavation:				
	C13.1.3.1		Excavating soft material situated within the following successive depth ranges:				

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		(a)	0m up to 1,5m	cubic metre (m ³)	800		
		(b)	> 1,5m and < 3,0m	cubic metre (m ³)	400		
		(c)	Etc. in increments of 1,5m	cubic metre (m ³)	200		
	C13.1.3.2		Extra over subitem C13.1.3.1 for excavation in hard material irrespective of depth	cubic metre (m ³)	100		
	C13.1.3.3		Extra over subitem C13.1.3.1 for additional excavation required by the Engineer after excavation is complete	cubic metre (m ³)	100		
	C13.1.3.4		Extra over subitem C13.1.3.1 for excavation by hand	cubic metre (m ³)	300		
	C13.1.3.5		Extra over subitem C13.1.3.1 for excavation in restricted areas	cubic metre (m ³)	300		
C13.1.4			Excavation by labour enhanced methods:				
	LI - C13.1.4.1		Excavate in soft material situated within the following successive depth ranges:				
		(a)	0m up to 1,5m	cubic metre (m ³)	200		
	LI - C13.1.4.2		Extra over item C13.1.3.1(a) for excavation in intermediate material	cubic metre (m ³)	200		
	LI - C13.1.4.3		Extra over item C13.1.3.1(a) for additional excavation required by the Engineer after excavation is complete	cubic metre (m ³)	100		
C13.1.5			Mass excavation within a restricted area (extra over item C13.1.3)	cubic metre (m ³)	100		
C13.1.6			Access and drainage:				
	C13.1.6.1		Access	lump sum	lump		
	C13.1.6.2		Drainage	lump sum	lump		
C13.1.7			Backfill to excavations utilizing:				

	C13.1.7.1		Material from excavation	cubic metre (m ³)	100		
	C13.1.7.2		Imported material	cubic metre (m ³)	200		
	C13.1.7.3		Soil cement	cubic metre (m ³)	100		
C13.1.8			Backfill to excavations utilising labour:				
	LI - C13.1.8.1		Material from excavation	cubic metre (m ³)	75		
	LI - C13.1.8.2		Imported material	cubic metre (m ³)	75		
	LI - C13.1.8.3		Soil cement	cubic metre (m ³)	50		
C13.1.9			Fill within a restricted area (extra over item C5.2.2)	cubic metre (m ³)	30		
C13.1.10			Haul in excess of 1,0 km on excavated material and on material imported for backfill, foundation fill and fill for caissons	cubic metre kilometre (m ³ .km)	300		

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LI - C13.1.11			Haul in excess of 50 metres on excavated material and on foundation fill for labour enhanced construction	cubic metre kilometre (m ³ .km)	400		
C13.1.12			Overbreak in excavation in hard material	square metre (m ²)	30		
LI - C13.1.13			Overbreak in excavation in hard material for labour enhanced construction	square metre (m ²)	30		
C13.1.14			Foundation fill consisting of:				
	C13.1.14.1		Rock fill	cubic metre (m ³)	525		
	C13.1.14.2		Crushed-stone fill	cubic metre (m ³)	200		
	C13.1.14.3		Compacted granular material	cubic metre (m ³)	200		
	C13.1.14.4		Mass concrete 30Mpa	cubic metre (m ³)	245		
	C13.1.14.5		Concrete blinding (75mm 15MPa)	cubic metre (m ³)	50		
	C13.1.14.6		Plum concrete (class indicated)	cubic metre (m ³)	50		
C13.1.15			Foundation fill placed by labour enhanced methods consisting of:				
	LI - C13.1.15.1		Rock fill	cubic metre (m ³)	60		
	LI - C13.1.15.2		Crushed-stone fill	cubic metre (m ³)	220		
	LI - C13.1.15.3		Compacted granular material	cubic metre (m ³)	30		
	LI - C13.1.15.4		Mass concrete (class indicated)	cubic metre (m ³)	100		
	LI - C13.1.15.5		Concrete blinding (75mm 15MPa)	cubic metre (m ³)	20		
	LI - C13.1.15.6		Plum concrete (30Mpa)	cubic metre (m ³)	100		
C13.1.16			Establishment on site for drilling of holes and grouting of rock fissures (Auger drilling)	lump sum	lump		
C13.1.17			Moving to and setting up equipment at each hole to be drilled for grouting	number (No.)	20		

C13.1.18			Drilling of holes for grouting (10mm auger drilling)	metre (m)	10		
C13.1.19			Grouting of rock fissures (15Mpa)	kilogram (kg)	100		
C13.1.20			Dowel bars:				
	C13.1.20.1		Drilling and preparation of holes	metre (m)	30		
	C13.1.20.2		Supply and installation of dowel bars (12mm)	kilogram (kg)	200		
C13.1.21			Foundation lining Geomembrane	square metre (m ²)	350		
LI - C13.1.22			Foundation lining Geomembrane using labour enhanced methods	square metre (m ²)	350		

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C13.1.23			Lateral support for excavations:				
	C13.1.23.1		Excavation or fill at (<i>as per drawing</i>)				
		(a)	0m to 2,5m depth	square metre (m ²)	200		
		(b)	2,5m to 5,0m depth	square metre (m ²)	200		
C13.1.24			Establishment on site for constructing caissons	lump sum	lump		
C13.1.25			Formwork for caissons (<i>class of finish indicated</i>)	square metre (m ²)	150		
C13.1.26			Steel reinforcement for caissons:				
	C13.1.26.1		Mild-steel bars	ton (t)	5		
	C13.1.26.2		High-yield-stress-steel bars Y bars	ton (t)	20		
C13.1.27			Cast in situ concrete in caissons and concrete seals (30Mpa)	cubic metre (m ³)	50		
C13.1.28			Cutting edge for caissons	number (No.)	20		
C13.1.29			Sinking (210mm) caissons through material situated within the following successive depth ranges:				
	C13.1.29.1		0m up to 5,0m	metre (m)	100		
	C13.1.29.2		Exceeding 5,0m and up to 10m	metre (m)	20		
	C13.1.29.3		Etc.in increments of 5,0m depths	metre (m)	10		
C13.1.30			Excavation for caissons:				
	C13.1.30.1		Excavating soft material situated within the following successive depth ranges:				
		(a)	0m up to 2,0m	cubic metre (m ³)	50		
		(b)	Exceeding 2,0m and up to 4,0m	cubic metre (m ³)	50		
		(c)	Etc. in increments of 2,0m depths	cubic metre (m ³)	50		
	C13.1.30.2		Extra over subitem C13.1.24.1 for excavation in hard material irrespective of depth	cubic metre (m ³)	10		
C13.1.31			Filling the caissons	cubic metre (m ³)	30		
C13.1.32			Stripping (210mm) caisson heads	number (No.)	20		
TOTAL CARRIED TO SUMMARY						R	

C13.2

FALSEWORK, FORMWORK AND CONCRETE FINISH

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C13.2.1		Formwork to provide smooth and polished surface finish	square metre (m ²)	120		
C13.2.2		Vertical formwork to provide smooth and polished surface finish	square metre (m ²)	120		

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C13.2.3		Horizontal formwork to provide smooth and polished surface finish	square metre (m ²)	100		
C13.2.6		Formwork to form open joints	square metre (m ²)	50		
C13.2.10		Provision of designs and drawings of falsework and formwork by an ECSA registered Professional Engineer or Technologist (Temporary accommodation of traffic)	lump sum	lump		
TOTAL CARRIED FORWARD TO SUMMARY					R	
C13.4 CONCRETE						
ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C13.4.1		Cast in situ 30 MPa concrete				
	C13.4.1.1	30 MPa Strength concrete (class C):				
	(a)	Deck Slab	cubic metre (m ³)	400		
	(b)	Columns between culverts	cubic metre (m ³)	30		
	C13.4.1.2	Durable concrete (class D):				
	(a)	Raft Slab 30 MPa Concrete strength	cubic metre (m ³)	800		
	(b)	Wing wall	cubic metre (m ³)	200		
	C13.4.1.3	30MPa Strength Concrete:				
	(a)	Footings	cubic metre (m ³)	200		
	(b)	Raft down stand Beam	cubic metre (m ³)	400		
C13.4.2		Labour enhanced cast in situ concrete 30 MPa				
	LI - C13.4.2.1	Commercially- sourced concrete	cubic metre (m ³)	30		
	LI - C13.4.2.2	Contractor-mixed concrete on site	cubic metre (m ³)	30		
C13.4.3		Extra over item C13.4.1 for the protection of concrete from adverse environmental conditions, if required:		30		
	C13.4.3.1	30MPa Strength Concrete (Class C):				
	(a)	Blinding	cubic metre (m ³)	30		
	(b)	Other parts of structure	cubic metre (m ³)	10		
	C13.4.3.2	Durable concrete (class D):				
	(a)	30 MPa Deck	cubic metre (m ³)	100		
	(b)	Upstand Beam	cubic metre (m ³)	100		

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	C13.4.3.3		25 MPa				
		(a)	Columns between culverts	cubic metre (m ³)	30		
		(b)	Other parts of structure	cubic metre (m ³)	10		

C13.4.4			Extra over item C13.4.2 for the protection of labour enhanced concrete from adverse environmental conditions				
	LI - C13.4.4.1		Bridge Deck	cubic metre (m ³)	50		
C13.4.5			Curing and surface protection of cast in situ concrete, as and where specifically required:				
	C13.4.5.1		Indicate structural element and surface to be cured	square metre (m ²)	200		
	C13.4.5.2		Etc. for other parts of structure (<i>Tenderer to specify method of curing</i>)	square metre (m ²)	100		
C13.4.6			Curing and surface protection of labour enhanced cast in situ concrete				
	LI - C13.4.6.1		Raft (<i>Tenderer to specify method of curing</i>)	square metre (m ²)	100		
C13.4.7			No-fines concrete (class NF):				
	C13.4.7.1		Cast in situ:				
		(a)	30MPa	cubic metre (m ³)	200		
		(b)	Etc. for other classes of no-fines concrete and other portions of structures or uses	cubic metre (m ³)	100		
	C13.4.7.2		Precast:				
		(b)	20 MPa no-fines concrete	cubic metre (m ³)	100		
C13.4.8			Labour enhanced no fines concrete (Class NF)				
	LI - C13.4.8.1		Cast in situ for fills	cubic metre (m ³)	50		
C13.4.13			Complete demolition and disposal of existing structural concrete elements or parts existing structures:				
	C13.4.13.2		For other members as directed by the Engineer	cubic metre (m ³)	20		

TOTAL CARRIED FORWARD TO SUMMARY

R

C13.8

ANCILLARY STRUCTURAL ELEMENTS

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C13.8.1			Concrete barriers and parapets (<i>refer to drawings</i>):				
	C13.8.1.1		Barriers	metre (m)	35		
	C13.8.1.2		Parapets	metre (m)	35		
C13.8.2			End blocks (<i>length indicated</i>)	number (No.)	4		

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C13.8.3			Concrete transition blocks (1 meter)	number (No.)	20		
C13.8.4			Concrete pedestrian railings	metre (m)	140		
C13.8.5			100mm galvanized steel railings	metre (m)	150		
			75mm galvanized steel railings		150		
C13.8.6			Service ducts in structures:				
	C13.8.6.1		Type and size (150mm steel pipe mounted on the upstand beam on deck)	metre (m)	45		
	C13.8.6.2		Joint in ducts at bridge deck expansion joints	number (No.)	10		
C13.8.8			Cast in situ no-fines concrete as part of concrete fill layer works	cubic metre (m³)	75		
C13.8.9			Precast no-fines concrete units Scour protection on underside of Gabions	number (No.)	10		
C13.8.10			Drainage pipes and weep holes:				
	C13.8.10.1		Drainage pipes:				
		(a)	450mm Concrete	metre (m)	24		
	C13.8.10.2		Weep holes:				
C13.8.11			Precast Concrete Drainage gulley's	number (No.)	6		
C13.8.13			Concrete channels adjoining structural works (on bridge approaches)	metre (m)	30		
C13.8.14			Crushed stone in drainage strips (stone size indicated)	cubic metre (m³)	20		
C13.8.15			Drainage strips (chutes or equally approved)	metre (m)	20		
C13.8.16			Perforated drainage pipes:				
	C13.8.16.1		Size (160mm) and type of pipe wrapped in synthetic – filter fabric as specified biddum. Behind gabions	metre (m)	200		

TOTAL CARRIED FORWARD TO SUMMARY

R

C13.9

STRUCTURAL STEELWORK FOR MINOR STRUCTURES

ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C13.9.1			Structural steel:				
	C13.9.1.1		As per drawing	ton (t)	50		
	C13.9.1.2		As per drawing	metre (m)	1500		
	C13.9.1.3		As per drawing	number (No.)	450		
C13.9.3			Corrosion protection:				
	C13.9.3.1		Sprayed-on metal:				
		(a)	Where steel modifications are done on site	ton (t)	30		
	C13.9.3.2		Galvanising	ton (t)	50		
		(a)	85 microns	ton (t)	10		
		(c)	Where galvanising steel modifications are done on site	litres	10		

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C20.1				TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP				
ITEM				DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C20.1.1				Special tests on elastomeric bearings (150% vertical load and 150% shear distortion)	Number (No.)	9		
C20.1.2				Special tests requested by the Engineer	Prime Cost	Prime	Cost	R 200,000.00
	C20.1.2.1			Employer's contribution to concrete durability tests	Prime cost (PC) sum	Prime	Cost	R 50,000.00
		(a)		Tests for water captivity	Prime cost (PC) sum	Prime	Cost	R 50,000.00
			(i)	Handling costs and profit in respect of item C20.1.2.1(a)	%	R 50,000.00		
		(b)		Tests for oxygen permeability	Prime cost (PC) sum	Prime	Cost	R 50,000.00
			(i)	Handling costs and profit in respect of item C20.1.2.1(b)	%	R 50,000.00		
		(c)		Tests for chloride conductivity	Prime cost (PC) sum	Prime	Cost	R 50,000.00
			(i)	Handling costs and profit in respect of item C20.1.2.1(c)	%	R 50,000.00		
		(d)		Tests for concrete cover	Prime cost (PC) sum	Prime	Cost	R 50,000.00
			(i)	Handling costs and profit in respect of item C20.1.2.1(d)	%	R 50,000.00		
	C20.1.2.2			Employer's contribution to other special tests				
		(a)		 (Specify test)	Prime cost (PC) sum	Prime	Cost	R 50,000.00
			(i)	Handling costs and profit in respect of item C20.1.2.2(a)	%	R 50,000.00		
C20.1.3				Providing testing equipment:				
	C20.1.3.1			Core drill	Number (No.)	9		

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C20.1.5				Financial contribution for an independent site laboratory	month	6		
C20.1.6	C20.1.6.1			Payment of independent site laboratory Note to supplier: add this item C20.1.6 Direct payment by contractor	Prime Cost	Prime	Cost	R 600,000.00
		(a)		Handling cost and profit in respect of item C20.1.6.1	%	R600,000.00		
TOTAL CARRIED FORWARD TO SUMMARY								R

SECTION D - D1000				TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE			
ITEM			DESCRIPTION	UNIT	QTY	RATE	AMOUNT
D10.01			Target Labour (EPWP)				
	(a)		Contract Participation Performance bonus	prime cost (PC) sum	Prime	Cost	R 200,000.00
D10.02			Stakeholder and Community Liaison and Social Facilitation				
	(a)		Cost of liaison, social facilitation and PLC support	prime cost (PC) sum	Prime	Cost	R 150,000.00
	(b)		Handling cost and profit in respect of sub-item D10.02(a)	percentage (%)	R 150,000.00		
D10.03			Tender Process for Targeted Enterprises				
	(a)		Contractor's charge for the management and execution of the Targeted Enterprise and SMMEs				

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		(i)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading	number (No.)	4		
		(ii)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 3 and 4 contractor grading	number (No.)	4		
		(iii)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise subcontractors of CIDB 3 and higher contractor grading	number (No.)	4		
		(iv)	Procurement process for the totality of all tenders concluded for the appointment of Targeted Enterprise suppliers	number (No.)	4		
	(b)		Contractor Targeted Labour Coordinator	month	6		
D10.04			Responsibilities of the Contractor towards Targeted Labour/Nominated Department Officials				
	(a)		Contractor's establishment, management, management support, assistance, coaching, guidance, mentoring and supervision of Department of Transport staff	month	6		
	(b)		Construction Supervision Training and Mentoring of DoT Officials	Person. Month	20		
	(c)		Targeted Labour	Person. Month	20		
D10.05			Construction Works by Targeted Enterprises				
SECTION D - D1000 (Cont.....)				TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE			
ITEM	DESCRIPTION			UNIT	QTY	RATE	AMOUNT
	(a)		Payments associated with the construction works carried out by Targeted Enterprise subcontractors of CIDB 1 and 2 contractor grading designation appointed in terms of Section D Work undertaken must include supervision of a qualified supervisor	Provisional sum	Prov.	Sum	R200,000.00
	(b)		Handling costs and profit in respect of payment associated with sub-item D10.05(a)	percentage (%)	R200,000 .00		
	(c)		Fluctuation between the main contractor's rates and that of the Targeted Enterprise subcontractors	lump sum	lump	sum	
	(d)		Preliminary and General Obligations of Targeted Enterprise sub-contractors appointed in terms of Section D	lump sum	lump	sum	
D10.06			Training, coaching, guidance, mentoring and assistance				
	(a)		Training Costs				
		(i)	Accredited NQF training	provisional sum	Prov.	Sum	R300,000.00

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		(ii)	Accredited generic skills training	provisional sum	Prov.	Sum	R100,000.00
		(iii)	Community skills training	provisional sum	Prov.	Sum	R100,000.00
		(iv)	Handling cost and profit in respect of subitems D10.06(a)(i), (ii) and (iii)	percentage (%)	R500,000.00		
	(b)		Student/Intern experiential training				
		(i)	Student stipends	prime cost (PC) sum	Prime	Cost	R60,000.00
		(ii)	Provision of experiential training	Person. Month	6		
	(c)		Other costs during training	provisional sum	Prov.	Sum	R10,000.00
	(d)		Handling costs and profit in respect of payment associated with sub-item D10.06(c)	percentage (%)	R10,000.00		
	(e)		Training venue	lump sum	lump	sum	
TOTAL CARRIED FORWARD TO SUMMARY							
						R	

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CONSTRUCTION OF GALI RIVER CROSSING

SUMMARY OF PRICING

CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
CLEARING AND GRUBBING	
EXCAVATION FOR DRAINS	
CULVERTS	
CONCRETE KERBING AND CHANNELING, BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS	
FOUNDATIONS	
FALSEWORK, FORMWORK AND CONCRETE FINISH	
CONCRETE	
ANCILLARY STRUCTURAL ELEMENTS	
STRUCTURAL STEELWORK FOR MINOR STRUCTURES	
TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	
TRAINING, COACHING, GUIDANCE, MENTORING AND ASSISTANCE	
SUB TOTAL A	
CONTRACT SKILLS DEVELOPMENT GOAL (0.25% OF SUB TOTAL A)	
SUB TOTAL B	
Add Contingencies (add 5%)	
Add Provision for Escalation (10%) Escalation shall be calculated month on month	
SUB TOTAL	
ADD 15% VAT	
TOTAL CARRIED TO C.1.1: FORM OF OFFER	

SIGNED BY TENDERER	DATE

**PROVINCE OF THE EASTERN CAPE
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CONSTRUCTION OF GALI RIVER CROSSING**

THE CONTRACT PART 3 (OF 4) : SCOPE OF WORKS
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SECTION C3.1: DESCRIPTION OF THE WORKS

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**PROVINCE OF THE EASTERN CAPE
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PART C3 : SCOPE OF WORK

SECTION A: STANDARD AMENDMENTS ISSUED BY COTO

Notes to tenderer

1. The Standard Specifications for Road and Bridge Works for State Road Authorities 2020, prepared by the Committee of Transport Officials, (COTO), as amended, shall apply to this contract. The amendments are those issued by COTO and reproduced in Section A, together with additional amendments as set out in Section B.
2. Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the abovementioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities,' issued by COTO.

The General Conditions of Contract applicable to this contract are the "Conditions of Contract for Construction Works (Third Edition) 2015 (SAICE), as published by the South African Institute of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.
3. **The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), and "Pricing Schedule" are synonymous.**

SCOPE OF WORK - REFER TO COTO

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CONSTRUCTION OF GALI RIVER CROSSING

SECTION B: PROJECT SPECIFICATION WITH NO AMMENDMENTS TO THE STANDARD SPECIFICATIONS

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.
3. The tenderer shall note that the COTO Standard Specifications are based on the General Conditions of Contract for Road and Bridge Works for State Road Authorities (2020 Edition) (COTO), prepared by the Committee of Transport Officials. Reference to specific clauses in these COTO General Conditions of Contract shall need to be exchanged for the equivalent clause in the General Conditions of Contract for Construction Works 3rd Edition 2015 (SAICE), as published by the South African Institute of Civil Employer's Agenting, as amended in the Contract Data (C1.2) of this document. Table 1115/1 showing details of the equivalent clause numbers is included in Clause B1115 of the Project Specifications.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works, as amended in the Contract Data (C1.2), shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

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SECTION C : OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

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C3	IMPLEMENTATION OF THE PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (PSHSS)
C4	REQUIREMENTS AT TENDER STAGE
C5	REQUIREMENTS PRE-COMMENCEMENT OF WORKS
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C8	APPOINTMENTS
C9	GENERAL RISK MANAGEMENT
C10	HEALTH AND SAFETY FILE CLOSEOUT AT THE END OF THE PROJECT
C 1 1	NON-CONFORMANCES
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ANNEXURE G	CONSTRUCTION HEALTH AND SAFETY OFFICER MONTHLY REPORT
ANNEXURE H	NON CONFORMANCE CLOSEOUT REPORT
ANNEXURE I	EXAMPLE OF MEDICAL CERTIFICATE OF FITNESS

C1 INTRODUCTION

C1.1 List of Abbreviations

CHSA	: Construction Health and Safety Agent
CHSO	: Construction Health and Safety Officer
DoT	: Department of Transport of the Eastern Cape Provincial Government
DME	: Department of Mineral and Energy
DMR	: Department of Mineral Resources
DoL	: Department of Labour
DSTI's	: Daily Safe Task Instructions
EA	: Employers Agent
EAR	: Employers Agents Representative
EEA	: Employers Environmental Agent
FEMA	: Federated Employers Mutual Association
H&S	: Health and Safety
HIRA	: Hazard Identification Risk Assessment
MH&SA	: Mine Health and Safety Act No. 29 of 1996 (as amended)
OHS	: Occupational Health and Safety
OHSA	: Occupational Health and Safety Act No. 85 of 1993 (as amended)
PSHSS	: Project Specific Health and Safety Specification
PC	: Principal Contractor
PPC	: Personal Protective Clothing
PPE	: Personal Protective Equipment
SANS	: South African National Standards (Authority)
SMME	: Small, Micro, Medium Enterprise
SoP's	: Safe Operating Procedures
SWP	: Safe Work Procedure
TMS	: Technical Method Statement
WCC	: Workman's Compensation Commissioner

C1.2 Definitions

The definitions used will be those set out in the Regulation Gazette No 37305 of 7th February 2014 with the following additions or amendments;

Client:	Hereafter referred to as the Employer in terms of the Contract.
Employers Agent:	Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.
Hazard Identification and Risk Assessment (HIRA) and Risk Control:	Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operational phases.
Induction Training:	Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.
Mine:	Any excavation from which material (soil, gravel, stone etc.) is taken for use on the construction site.
Site:	Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Employer's Agent.

The Act:	Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.
Health and Safety Plan:	The Pre-Construction Health and Safety Plan is the foundation upon which the health and safety management of the construction phase of a project needs to be based.

C1.3 Key Role-Players

Client	ECDOT represented by the Head of Department and/or such other person or persons, authorised thereto in writing.
Designer / Employer's Agent	As appointed in terms of the Contract. The Designer/Employer's Agent as referred to in CR6 is hereafter referred to as the Employers Agent.
CHS Agent	As appointed by the Employer in terms of CR5.2(5) of the OHS Act
Principal Contractor	As appointed in terms of CR5.1(k) of the OHS Act.
Contractor	A Contractor appointed by the Principal Contractor in terms of CR7.1(c)(v) of the OHS Act.

C1.4 Key References

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
Mine Health and Safety Act and Regulations No. 29 of 1996 (as amended)
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
Committee of Transport Officials (COTO) South African Roads Specifications for Road and Bridge Construction
South African National Standards
General Conditions of Contract 2015 (GCC) Edition 3
Traffic Safety Manual (SARTSM) Chapter 13, Volume 2 of 1999
Road Traffic Act No. 93 of 1996 (as amended)
Covid 19 Occupational Health and Safety Measures in Workplaces (Covid-19 C19 OHS), 2020

C2 PURPOSE OF THIS PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (PSHSS)

This PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues be identified that could not have been foreseen during the design phase of the project. The Principal Contractor will be required to include Covid 19 health and safety measures in the construction health and safety plan.

C2.1 Preamble

The Department of Transport (ECDOT) is tasked to provide infrastructure within the Eastern Cape including the construction of roads and civil structures.

Each year fatalities and serious injuries match the reputation of the Construction Industry. The ECDOT has a responsibility to limit such injuries by ensuring a zero-tolerance approach to Contractors and those affiliated to a particular project. Thus, a high premium is placed on the Health and Safety ECDOT stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the ECDOT and relevant stakeholders have toward its employees are captured in this document. The responsibilities stem from both moral, civil and a variety of legal obligations.

The Principal Contractor is to take due cognisance of the above statement.

This PSHSS is a performance specification to ensure that the ECDOT and any bodies that enter into formal agreements with the ECDOT, i.e. Employer's Agents, Principal Contractors (PC) and Contractors, achieve an acceptable level of OHS compliance.

No advice, approval of any document required by this PSHSS (i.e. hazard identification and risk assessment, action plans) or any other form of communication from the Client shall be construed as an acceptance by the Client. Nor shall such communication relieve or absolve the PC from any obligation or from achieving compliance with legal requirements. The PC remains responsible for achieving the required performance levels.

C3 IMPLEMENTATION OF THE PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATION (PSHSS)

This PSHSS forms an integral part of the Contract, and the Principal Contractor is required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS is to be available for each level of Contract and Contractor, and must be complied with.

This PSHSS must be read in conjunction with the OHSA, its Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. is detailed in the tender document, and is to be taken into account when developing the H&S Plan and associated documentation.

The Employers baseline design risk assessment is included, as is a summary of risks identified. Refer to Annexure J in these specifications

C3.1 Summary of Risks Identified During Design

- (a) General Requirements and Provisions
- (b) Drainage
- (c) Earthworks
- (d) Ancillary Roadworks
- (e) Structures
- (f) Sundries
- (g) Specified Hazardous Chemical Substances

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S Plan and OHS BoQ for approval. Further to this, the PC must ensure that a similar system must be implemented between all their Contractors and Suppliers.

C4 REQUIREMENTS AT TENDER STAGE

C4.1 Documentation required from the Tenderer;

- (a) Declaration – Fulfilment of the Construction Regulations 7th February 2014 and any subsequent additions
- (b) OHS BoQ - Adequate pricing for Occupational Health and Safety is required, and the appropriate section in the BoQ is to be completed.

These documents can be found in the Tender Document and are to be completed by the tenderer where applicable. These documents shall be deemed to form part of the returnable Contract Documents.

C5 REQUIREMENTS PRE-COMMENCEMENT OF WORKS

C5.1 Documentation required from the Principal Contractor;

- (a) The successful tenderer must provide a Project Specific Health and Safety Plan which includes health and safety specifications within 14 days of the award of the tender. Refer to "Annexure A" in these specifications.
- (b) Mandatory Agreement "SECTION 37.2"

C5.2 Documentation required from the Employers Agent;

- (a) Construction Specification and Scope of Works

- (b) Contract Construction Drawings
- (c) Geotechnical Reports

C5.3 Documentation required by the Employer or his/her appointed CHSA;

The notification of construction work in terms of Construction Regulation 4 (Annexure 2) shall be compiled and submitted by the Principal Contractor (PC) to the Provincial Director of the Department of Employment and Labour (DoEL).

The notification shall only be submitted after the PC's OHS Plan has been approved by the Client/CHSA, and at least 7 days prior to commencement of construction work.

Documents to be attached to Annexure 2 submission by PC:

The PC shall submit only the following together with Annexure 2:

- (a) Appointment letter as Principal Contractor in terms of CR 5(1)(k);
- (b) Letter of Good Standing (COIDA)

Documents to be kept on site file and made readily available for inspection (not attached to Annexure 2):

- (a) Approved H&S Plan
- (b) Baseline Risk Assessment and H&S Specification
- (c) Appointment letters for Construction Manager and Construction Health and Safety Officer with certified ID and training certificates.
- (d) SACPCMP registration of CHSO
- (e) Letter of award, drawings, etc.

Joint Venture Requirements:

Where the PC is a JV, the JV shall submit:

- (a) Letter of Good Standing from both JV partners;
- (b) Signed Joint Venture Agreement indicating percentage liability split and lead partner;
- (c) Clear indication in the Agreement as to which partner is responsible and accountable for health and safety compliance, and any OHS incidents.

Proof of submission of Annexure 2 shall be kept on site.

C6 REQUIREMENTS FOR COMMENCEMENT OF THE WORKS

No work may commence until the following has been complied with;

- (a) Acknowledgement of notification by the Department of Labour
- (b) Hygiene awareness and action plan [Government Notice No 43257 – 29 April 2020]

C7 REQUIREMENTS DURING THE CONSTRUCTION STAGE

C7.1 Requirements from the Principal Contractor

- (a) Compilation and continuous updating of the H&S Plan. Refer to “Annexure B” in these Specifications
- (b) Action plans as well as close out reports for all non-conformances issued by the Employer, his/her Agent, CHSA or any other parties who have the necessary powers to conduct legal inspections on the construction site
- (c) Construction Appointments. Refer to “Annexure C” in these specifications.

C7.2 Requirements from the Employer/CHSA

- (a) Conduct at least a monthly or more frequently if deemed necessary OHS Compliance Audit of the PC's H&S File as well as the Works
- (b) All activities on the site and all appropriate documentation will be monitored and reported on to the Client, Employer's Agent and PC.
- (c) Discuss all findings of an audit with the PC and/or his/her representative
- (d) Submit an audit report with findings within seven (7) days of the actual audit taking place
- (e) Issue the PC with a non-conformance report within seven (7) days for action by the PC
- (f) Non-conformance close out to be completed within 3 days of issue of audit report.
- (g) Penalties or work stoppage instructions will be issued where appropriate.
- (h) Communication between the CHSA and the PC will be through the Employer's Agent.

C8 APPOINTMENTS

C8.1 Appointment of Competent Site Personnel

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site personnel for the duration of the contract. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Contracts Manager (OHSA 16.2. and CR8.1)

In terms of the OHSA the PC is required to make the following minimum appointments for the duration of the Contract (or part thereof).

C8.1.1 Contracts Manager (CR8.1)

- (a) Appointment of the Contracts Manager (CR8.1) is subject to approval by the Employer in terms of the Contract Data
- (b) In the absence of the CR8(1), a suitably qualified alternate manager shall be appointed to manage the site.

C8.1.2 Construction Managers (CR8.2)

Appointment of the Construction Manager(s) (CR8.2) is subject to the size and complexity of the Contract as determined by the PC.

C8.1.3 Construction Work Supervisors (CR8.7)

Appointment of construction work supervisors shall be concluded by the contracts manager for construction activities.

C8.1.4 Construction Health and Safety Officer (CR8.5)

PC's H&S obligations

For this Contract it is a requirement that the PC appoint at least one (1) approved full-time CHSO to manage the on site OHS for the duration of the Contract.

The above CHSO's will report directly to the Contracts Manager and The PC's Construction Health and Safety Manager. (if applicable)

SMME Contractor(s) H&S obligations

Furthermore to the above the PC is required to appoint an additional at least one (1) approved full-time CHSO to manage the appointed SMME work packages on site for the duration of the works.

Please note that the full time CHSO appointed to manage the H&S obligations of the SMME Contractor(s) shall be assisted by Health and Safety Representatives (as referred to in "Clause C8.2.2" of this specification) as appointed by the SMME Contractor(s).

The SMME CHSO will report directly to the PC CHSO.

CHSO's CV's (approved by Client), qualifications and SACPCMP registration certificates are to be submitted to the Employer's Agent and CHSA for approval.

Candidate Construction Health and Safety Officers will not be accepted.

Approval of the CHSO's is subject to the following minimum requirements:

The contractor shall have a competent, full-time Construction Health and Safety Officer in writing full-time in accordance with **Regulation 8(5) of the Construction Regulation, 2014**. The appointed Construction Health and Safety Officer shall be responsible for the control and management of all health and safety related management of all Health and Safety related aspects on site for the full duration of the project.

The appointed Construction Health and Safety Officer shall meet the following minimum requirements;

- i. Be fully registered with the South African Council for Project Management Professionals (**SACPCMP**) as a Construction Health and Safety Officer (**CHSO**);
- ii. Possesses a minimum of **5 years' relevant experience** in road and or bridge construction projects;
- iii. Have completed **SAMTRAC** training; and
- iv. Have completed formal Health and Safety audit training

The PC is required to provide each of the approved CHSO's with the following minimum resources:

- (a) Suitable dedicated construction vehicle
- (b) Mobile phone and airtime
- (c) Computer with internet access and printer
- (d) Camera with; Time, Date and GPS stamp facilities
- (e) Vehicle dash camera for daily site video recording. (Allow for digital storage capacity)
- (f) Two-way radios for communication
- (g) Any other equipment or facilities to enable him/her to carry out their duties effectively

Restrictions applicable to the approved CHSO's:

- (a) May not be appointed or be responsible for any other work activity on site.
- (b) May not be appointed as the Traffic Safety Officer in terms Clause B1502 (i), Section B, Part 3 of 4 of the Contract.

In the case of a contract where Contractors are employed, the CHSO must have the competence to evaluate the Contractors Health and Safety Plans.

The Contracts Manager assisted by the CHSO's will be held responsible for all H&S on the project. Senior Site Staff, Supervisors and Contractors are to follow systems, instructions etc. given by the CHSO at all times. No new workers or Contractors may commence work without the required site inductions and approval of the H&S Plan as submitted by Contractors.

The CHSO will be responsible for ensuring that daily Traffic Management is adequately managed for the entire construction site.

A monthly report compiled by the CHSO of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the CHSA and the CHSO. Refer to "Annexure G" in these specifications.

The CHSO will be responsible for collating the H&S documentation (electronically) at the close out of the project. A list of the typical aspects are included in these specifications. Refer to "Annexure D" in these specifications.

C8.2 Health and Safety Representatives and Committee (OHS Act 17 & 19)

- C8.2.1 H&S Representatives are to be appointed following the start-up of the project, to be made up from both Principal Contractor, Contractors and Local Labour. Representatives from local labour can be appointed to represent such labour for the duration of the contract. Local labour should not be responsible for H&S duties unless appropriate training has been provided and the CHSO deems such labour competent to do so. Development in H&S of such labour would be an advantage to the community and the PC. H&S Representatives are to be actively involved with H&S and serve on the H&S Committee.

The CHSO shall ensure that there is a H&S Committee made up of active site staff and H&S

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Representatives, representing each work area, including all Contractors. Meetings will be held at least monthly, and more frequently if so instructed. Key site staff is to be appointed. Issues arising from the CHSA audit are to be discussed, as well as all H&S related issues.

Minutes are to be distributed and discussed among all workers and Contractors and records kept thereof.
H&S Committee Meetings are to be held in the first week of each month

C8.2.2 The Health and safety Representatives as appointed by the SMME Contractors will also be required to train Safety Representatives for their respective works packages in the following fields to assist the CHSO appointed to manage the H&S for the SMME's

- (a) Safety Representative
- (b) HIRA
- (c) Incident Investigation
- (d) Level One First Aid
- (e) Basic Fire Fighting

C8.3 Appointment of Competent Contractors (CR7.3)

C8.3.1 The Principal Contractor is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. A register of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- (a) The CHSO is to ensure a Contractors appointment and approval of H&S
- (b) documentation at least seven (7) working days prior to commencing work.
- (c) No Contractor may work under the PCs Compensation Registration Number. If required the PC may assist SMMES with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- (d) No work may commence without the following documentation in place:
- (e) The Contractor is to have an appointment letter
- (f) Mandatory (37.2) agreements between parties in place.
- (g) Valid letters of Good Standing or proof of application (not older than 3 months)
- (h) OHS Plan Approval Letter issued by the PC

C8.3.2 The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc.). Cognisance is to be taken of the level of risk involved and the CHSO is to ensure the level of H&S documentation is appropriate:

- (a) Mandatory Agreements in place
- (b) Letter of Good Standing
- (c) TMS and Risk Assessments
- (d) Competencies for drivers and operators of delivery vehicles

C9 GENERAL RISK MANAGEMENT

C9.1 Health Risks and Medical Surveillance

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed as per Annexure I and issued by an Occupational Health Practitioner CR7.8.

Medical surveillance will commence at pre-employment. All workers (including Professional Team, Principal Contractor and Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work. Annual medical surveillance is required (unless identified as being required more frequently), as well as an exit medical.

Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- (a) Full medical, surgical and occupational history;
- (b) Full physical examination of all systems, and
- (c) Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- (a) Audiometry (hearing tests);
- (b) Spirometry (lung function testing);
- (c) Chest X-rays;
- (d) Liver function testing (volatiles), and
- (e) Any other tests identified as relevant

C9.1.1 Noise Risks

All plant and equipment is to be measured for noise levels as soon as the majority of plant is on site (including Contractors construction plant and equipment).

The CHSO shall provide a list of all plant on site with their individual noise levels as assessed. Findings are to be discussed at the H&S Committee and H&S Representatives and Supervisors are to ensure that noise zones are identified and wearing of the appropriate PPE is enforced.

C9.1.2 General Environmental Conditions

Any spillages of substances which could be toxic to persons must be dealt with adequately. The PC must include his spillage procedure in the OHS Plan in the OHS File.

C9.2 Emergency Procedures

Attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The CHSA approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan must be updated should new information or risks be identified.

First aiders shall be available in each working team, and be able to work as a team when responding to any emergency on the project.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- (a) Appointment of a competent emergency response co-ordinator and wardens;
- (b) Lists of first aiders, and
- (c) Requirement in terms of identified risks:
- (d) Fire;
- (e) Explosions;
- (f) Falls from heights, and
- (g) Motor vehicle accidents.

The emergency plan is to ensure the inclusion of relevant local service providers. Such arrangements should be made with these persons prior to the commencement of the project. Local emergency telephone numbers must be displayed and made part of the emergency procedure.

C9.2.1 First Aiders and First Aid Equipment

Competent, trained First Aiders are to be formally appointed for the project. If the project is in a remote area, at least 3 workers are to be trained to Level 3. In urban areas and close to medical assistance 2 Level 3 first aiders are required. First aiders are to be available at all times and be able to cover each working

team. Further first aiders from the community or SMMEs, if not already accredited, are to be sent for SAQA accredited first aid training. Contractors are expected to ensure compliance and manage their own first aiders and equipment.

The PC shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least the requirements to manage the type of emergencies identified. All Supervisors are to carry a Regulation 3 first aid kit in their vehicles at all times.

C9.2.2 Fires and Emergency Management

The PC shall ensure that any fire risks will be managed appropriately. Trained fire fighters shall be appointed at offices or areas where fire risks are deemed high. The emergency plan shall include the risk of fire at site camps, on site and related to any specific activities.

Fire extinguishers are to be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. Every item of heavy plant, e.g. Graders, TLBs, Rollers etc., must be fitted with at least a 4.5Kg DCP fire extinguisher.

C9.2.3 Incident Management and Compensation Claims

The PC will ensure there is a management system to investigate all incidents. All serious incidents involving any form of disabling injury or fatality are to be reported to the Employer's Agent and CHSA telephonically immediately. This shall be confirmed in writing as soon as possible after the incident. Full details are to be included in the H&S meetings, and each site meeting. The details are also to be included in the CHSO monthly report.

C9.3 Personal Protective Equipment (PPE) and Clothing (PPC)

The wearing of the identified SANS approved PPE and PPC at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors and other PCs) are issued with and shall wear PPE/PPC as per the OHS BoQ.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors.

C9.4 Occupational Health and Safety Signage

On-site H&S signage is required. Signage shall be posted up at the appropriate fixed or temporary working areas, on scaffolding, and other potential risk areas/operations including vehicles. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed signage is required.

Signage is to include (but not be limited to) the following:

- (a) 'no unauthorized entry';
- (b) 'report to site office';
- (c) 'site office';
- (d) 'beware of overhead work';
- (e) 'hard hat area' or other PPE / PPC requirements noted;
- (f) First aid box positions (including vehicles), and
- (g) Fire extinguishers

Signs shall be posted permanently or temporarily at areas of work onsite indicating that a construction site is being entered and that persons should take note of safety requirements.

The Contractor shall establish a system for controlling and recording entrance to the Site Office and camp area, which shall include a visitors site induction

C9.5 Induction of Employees and Visitors, General H&S Training

A formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors to the site. Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training are to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof of their induction is supplied.

C9.6 Testing Laboratory and the use of Radioactive Equipment

A joint laboratory may be required, or a service provider will be appointed for the project. The service provider will be seen as a Contractor, or where appointed as a joint laboratory, as a PC. All the H&S rules and requirements are to be met. Where appointed as a PC, the CHSA will be responsible for approving the initial H&S plan and ensuring on-going compliance. All other requirements of the construction PC are to be met. Each PC is to be familiar with the H&S rules of each party. Mandatory Agreements, Inductions and Emergency requirements among other are to be addressed and managed to ensure limitation of H&S risks.

The use of radioactive equipment for the measuring of compaction parameters shall conform to the requirements of the "Code of Practice for the safe use of soil moisture and density gauges containing radioactive sources" as published by the Department of Health: Directorate: Radiation Control Soil revised September 2001. TMS, risk assessments and the appropriate training will be required.

C9.7 Use of Support Work, Scaffolding and other Temporary Works

Where temporary works are envisaged on the project, these must be properly designed and signed off by a competent person. In these instances a competent person is defined as a Professional Employer's Agent (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Employer's Agent. Where the scaffolding, and /or support work is to be supplied and designed by a specialist company, care must be taken to comply with all the requirements of the supplier. Records and registers are to be properly completed and kept in the H&S file.

All formwork must be designed and approved by a competent person.

C9.8 Quarries, Borrow Pits, Crushers, Blasting and Batch Plants

It must be noted that the use of quarries and borrow pits falls under the Mine Health and Safety Act 29 of 1966 and its Regulations. Work in these areas must comply with these requirements and separate appointments and CoP's will be required.

Where single or multistage crushers are established on site, for quarries or borrow pits, the requirements of the MH&SA as well as the OH&SA and Regulations shall apply.

The Department of Mineral Resources (DMR), as well as the CHSA will carry out audits on this aspect of the project. Non-conformances raised by either party will require closeout within specified time periods negotiated at the time.

All blasting must comply with the Explosives Act No. 15 of 2003 and the OHSA and MH&SA or other legislation as applicable.

Blasting activities will only be allowed to take place from Tuesdays to Thursdays between the hours of 09:00 and 15:00. These times are to include the actual blast as well as clean-up of material.

If any blasting activities are to take place within 500m of any Eskom installation, including sub-stations and power lines. The Principal Contractor will be required to notify the local Eskom Depot Manager in writing seven (7) days before the blasting is to take place. This is due to Eskom having their own regulations regarding blasting in the vicinity of their installations

TMS and Risk Assessments will be required before blasting will be permitted. The Employer's Agent and CHSA will be required to approve the arrangements. Should a blasting Contractor be used, the requirements relating to the management of Contractors shall apply. A Blasting Application is attached, refer to "Annexure F" in these specifications.

C9.9 Management of Plant and Equipment

A substantial amount of large plant and equipment will be used. Close control of the PCs plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available during the CHSA's audit. Copies of all daily inspection records are to be retained in the H&S file. Registers are not to be more than 1 week behind. Plant Hire or Haulage Contractors are to comply with the requirements, and comply with all H&S standards for the project. All supervisory vehicles and construction plant are to be fitted with beacon/s capable of emitting an intermittently-flashing amber light in any direction.

All operators on site are to be competent and medically fit.

The following documentation is to be supplied for each operator on site:

- (a) Valid medical certificate issued by an OH Practitioner and Annexure 3
- (b) Valid driver's licence
- (c) Applicable PrDP for vehicle or plant
- (d) Appointment letter
- (e) Competency certificate for the specific vehicle or plant to be operated

Movement of plant in closures and in confined working areas is to be closely monitored and managed by the CHSO and CTSO and Supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly.

C9.10 Excavations

All excavations are to be securely barricaded at all times. Only barrier netting will be allowed. Initial barricading will be the responsibility of the Excavation Inspector. Once the excavations have been barricaded this information will be submitted to the CHSO for continuous monitoring. Continuous monitoring of all barricading around excavations will be the responsibility of the Excavations Inspector CM, CHSO and CTSO.

C9.11 Inclement Weather

High levels of humidity and temperatures during the summer months may be experienced. Workers are at greater risk of heat exhaustion where the discomfort index rises above 100. A weather station has been allowed for to monitor temperature and humidity specifically. Should the discomfort index rise above 105, work may be partially or totally stopped.

During winter in areas known for cold weather, notice must be taken of the wind-chill factor. Workers must be supplied with adequate protective clothing and shelters provided as necessary.

Flooding may occur during the rainy season. High winds may be experienced and to limit dust or danger when working at heights, a wind speed should be set at which work may be stopped or the workers in an affected area moved.

The emergency plan is to include how these and other weather extremes identified are to be managed. The general aspects as detailed in the Environmental Regulations will be applied.

All decisions regarding work stoppage will be decided between the PC, the CHSO and the Employer's Agent.

C9.12 Internal Auditing

The PC will ensure that all their Contractors are internally audited by the CHSO at least monthly prior to the CHSA monthly audit by the CHSO and these audit reports are to be available for perusal by the CHSA during the audit.

The PC audits may be done more frequently where short term contracts are in place, or deemed high risk. Audit results will be acted upon and non-conformances and penalties issued. The Client, Employer's Agent or CHSA may act or require further outcomes if non-compliances are noted or unsafe acts are noted on

site. Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant.

C9.13 Communication on Site

All communication on site will be done through the Employer's Agent to the PC and be in writing, including the issue and responses to non-conformances and H&S audit results.

C9.14 Care of Workers on Site (Welfare)

Toilets for each sex where applicable, will be within reasonable distance of workers, or placed with each working team in safety, with reasonable privacy. Only bacterial or enzyme based products may be used in portable toilets; the use of products containing Formaldehyde is not allowed. The ratio of portable toilets on site will be a minimum of 1:30. Daily cleaning and increased removal of waste may be required if deemed necessary. Proof of safe disposal of waste will be required. Waste Removal Contractors or the PC are to ensure the appropriate H&S systems are available to limit exposure to sewage.

Hand washing facilities will be provided. The Environmental and Facilities Regulations will be adhered to at all times.

C9.15 Discipline, Alcohol and Substance Abuse

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

C9.16 Electrical Equipment

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected, they should be so placed as to avoid damage especially if they cross portions of the site. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use.

TMS and Safe Work Procedures will be required for all work involving electrical apparatus.

The relevant certificate of compliance (COC) must be issued for the site camp and any other establishment with regards to the project.

C9.17 Traffic Accommodation COTO RELEVANT SECTION

Traffic accommodation is covered under section 1.5 of the COTO specifications which form part of this contract.

Speed controls must be clearly stipulated and managed.

Speed limits must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the Employer's Agent and/or CHSA. Additional care must be taken where workers and construction traffic interface. This should be in the form of trained competent flag persons to direct vehicular traffic and adequate signage as directed by the Employer's Agent.

C9.18 Transportation of Workers to and on Site

Transportation of workers shall comply with the relevant legislative requirements. Vehicles used to transport workers to, from, or on site, shall have secure seats with seat belts and be covered. No equipment or materials shall be transported in the same vehicle at the same time as workers.

The CTO's and their teams are to have vehicles which are designed to safely transport employees as well as equipment at the same time. Preferably crew cab type vehicles.

Tenderers must indicate in their OHS Plans what type of transport is envisaged for the general employees and how this will be managed.

C10 HEALTH AND SAFETY FILE CLOSEOUT AT THE END OF THE PROJECT

The H&S File shall be closed out following the hand-over of the project.

For closeout requirements refer to "Annexure D" in these specifications.

C11 NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor Penalty: R500.00 / count	Medium Penalty: R1000.00 / count and a non-conformance	Severe Penalty: R5000.00 / count, a non-conformance and / or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced Lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S TMS	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off / not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved TMS	

C11.1 Failure to Comply with Provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the Employer's Agent or the Client's H&S Agent, shall be sufficient cause for the Employer's Agent to apply penalties as follows:

- (a) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.

- (b) In addition a time-related penalty of R500.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Employer's Agent Representative or Employer's Agent. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

FAILURE TO COMPLY WITH ANY OF THE ABOVE AS WELL AS ANY OTHER LEGAL REQUIREMENT WILL BE CONSIDERED A SERIOUS OFFENCE.

C12 MEASUREMENT AND PAYMENT

Payment items to cover the Principal Contractor's costs related to Occupational Health and Safety Compliance are included in the bill of quantities. These items are described under SCHEDULE C – OCCUPATIONAL HEALTH AND SAFETY in SECTION C: OCCUPATIONAL HEALTH AND SAFETY.

C10.01 Preparation of Principal Contractor's site-specific Health and Safety Plan..... lump sum

The lump sum tendered shall include full compensation for the Principal Contractor to prepare and submit, for approval by the Employer's Health and Safety Agent, a site-specific health and safety plan as detailed in these specifications.

Payment of the once-off tendered lump sum shall be made only once the Employer's Agent has issued the instructions to commence the works.

Item	Unit
------	------

**C10.02 Principal Contractor's initial obligations in respect of the
Occupational Health and Safety Act and Construction Regulations lump sum**

The lump sum tendered shall include full compensation for the Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations as detailed in these specifications.

Payment of the once-off tendered lump sum shall be made only once the Employer's Health and Safety Agent has verified that the Principal Contractor has fulfilled the required initial obligations.

Item	Unit
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**C10.03 Principal Contractor's time-related obligations in respect of the
Occupational Health and Safety Act and Construction Regulations month**

The tendered rate per month represents full compensation for that part of the Principal Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations which are mainly a function of construction time.

The tendered rate will be paid monthly, pro-rata for parts of a month, from the date on which the Employer's Agent issue the instructions to commence the works to the date on which the Employer's Agent issue the Certificate of Completion in terms of the contract.

Payment shall be made when the Employer's Health and Safety Agent has verified the Principal Contractor's compliance as part of his monthly audit report.

Item	Unit
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C10.04 Provision of personal protective equipment (PPE):

(a to) As per Bill of Quantities number (No)

The unit of measurement shall be the number of each type of PPE, specified in the bill of quantities, issued to local labours employed by the Principal Contractor in terms of the contract.

The tendered rate shall include full compensation for the procurement, delivery, storage, issuing and maintenance (replacement PPE) of all PPE required by local labours of the Principal Contractor. Payment shall be based on first time issuing of PPE, specified in the bill of quantities, to local labours employed by the Principal Contractor in terms of the contract. The issue register for PPE as kept by the Construction Health and Safety Officer shall be used to verify quantities of PPE claimed under this item.

General:

Only first PPE items, specified in the bill of quantities, issued to local labours employed by the Principal Contractor shall be paid for under this pay item. Replacement PPE issued to local labours shall not be paid for under this pay item and the cost thereof shall be deemed to be included in the rate of each type of PPE as specified in the bill of quantities. Any other PPE, not specified in the bill of quantities, issued to local labours such as standard overalls and standard workshop safety equipment shall be at the Principal Contractor's own cost.

The cost of required PPE for the Principal Contractor's site staff, operators and skilled labours shall be at the Principal Contractor own cost.

Item	Unit
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C10.05 Provision of full-time Construction Health and Safety Officer:

- (a) To manage the Principal Contractor's H&S obligations on site (No. required) month
 (b) To manage the appointed SMME's H&S obligations on site (No. required)..... month

The tendered rate per month represents full compensation for providing full time Construction Health and Safety Officer(s) in terms of these specifications; to manage the Principal Contractor's H&S obligations on site for subitem C10.05(a) and to manage the appointed SMME's H&S obligations on site for subitem C10.05(b).

The tendered rate shall include full compensation for employment of full time Construction Health and Safety Officer(s) in terms of these specifications, overheads, provision of transport and all other equipment and resources necessary to carry out their duties effectively.

The tendered rate will be paid monthly, pro-rata for parts of a month for:

- (i) Subitem C10.05(a), from the date on which the Employer's Agent issue the instruction to commence the works to the date on which the Employer's Agent issue the Certificate of Completion in terms of the contract
 (ii) Subitem C10.05(b), from the date on which the first SMME is appointed by the Principal Contractor to the completion of the last SMME works.

Item	Unit
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C10.06 Costs of medical certificates and medical surveillance:

- | | |
|---|-------------|
| (a) Initial (baseline) medical, including audiometric and lung function testing | Number (No) |
| (b) Annual or Periodic examinations | Number (No) |
| (c) Exist examinations | Number (No) |

The unit of measurement shall be the number of medical testing and surveillance of local labours employed by the Principal Contractor in terms of the contract.

The tendered rates shall include full compensation for the obtaining of baseline, periodic (at least annually) and exit medical certification and conducting medical surveillance for all workers and especially operators of construction vehicles and mobile plant as contemplated in CR 23; Workers at Heights CR16 and workers exposed to hazardous chemicals including bituminous fumes under Regulation 7 of the HCSR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-Induced Hearing Loss Regulations, as stipulated above.

Chest X-rays will be required in the case of local labours who may be exposed to high concentrations of dust (silica) working in the quarry and/or borrow pits

Medicals and medical surveillance of the Principal Contractor's site staff, operators and skilled labours shall be at the Principal Contractor's own cost.

Item	Unit
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C10.07 Environmental monitoring:

- | | |
|---|-------------|
| (a) Air quality monitoring | Number (No) |
| (b) Compliance with Amendment of the Occupational Exposure Control
Limit for Silica in Table 1 of the Hazardous Chemical Substances
Regulations (February 2010) | Number (No) |
| (c) Air sampling in situ | Number (No) |
| (d) Analysing sample | Number (No) |
| (e) Tests on workers | Number (No) |

The unit of measurement shall be the number environmental monitoring, sampling and testing required in terms of the contract.

The tendered rate shall include full compensation for testing and monitoring the environment in respect of general health hazards including the presence of hazardous chemicals, as required by the Construction Regulations and the Mine Health and Safety Act. Furthermore the costs shall include for all air monitoring, air sample testing and tests on workers for silica exposure as required by the above amendment. It should be noted that these items must be under the control of an authorised inspection authority which would normally be a registered H&S Hygienist or Occupational Health Practitioner familiar with the Hazardous Chemical Regulations and include for all necessary costs in this regard including travelling to and from site and all required reporting.

Item	Unit
C10.08 Establishment of noise zones	Number (No)

The unit of measurement shall be the number of noise zones established on site in terms of Regulation 9, of the Noise-Induced Hearing Loss Regulations.

The tendered rate shall include full compensation for establishment of noise zones on site, including any workshops, in terms of Regulation 9, of the Noise-Induced Hearing Loss Regulations.

All equipment established on site by the Principal Contractor are required to have noise zones established before coming onto site and therefor any noise level testing for establishment of noise zones are at the Principal Contractor's own cost.

Where a zone has previously been established for a particular item of equipment within the last two years, the test need not be repeated but must be kept valid for the duration of the contract.

Item	Unit
C10.09 Payment for Health and Safety Representatives at meetings.....	hour (hr)

The unit of measurement shall be the number of hours appointed Health and Safety Representatives attend monthly meetings.

The tendered rate shall include full compensation for the loss of productive time while attending monthly meetings as specified in these specifications.

Payment shall be based on attendance registers of monthly meetings submitted to the Employer's Health and Safety Agent for verification.

Item	Unit
C10.10 Provision of First Aid Boxes	Number (No)

The unit of measurement shall be the number of first aid boxes provided by the Principal Contractor on site.

The tendered rate shall include full compensation for the provision and maintenance of first aid boxes in terms of these specifications.

Item	Unit
C10.11 Transportation of workers.....	month

The tendered rate per month represents full compensation for the safe transportation of workers in terms of these specifications.

The tendered rate will be paid monthly, pro-rata for parts of a month, from the date on which the Employer's Agent issue the instruction to commence the works to the date on which the Employer's Agent issue the Certificate of Completion in terms of the contract.

Item	Unit
C10.12 Submission of the Occupational Health and Safety File	lump sum

The lump sum tendered shall include full compensation for the Principal Contractor's to fulfil all his close-out obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged in these specifications to the Employer's satisfaction.

The Principal Contractor's Health and Safety File must be submitted to the Employer's Health and Safety Agent prior to the Employer's Agent issuing the Certificate of Completion in terms of the contract.

ANNEXURE A CONTENTS AND NUMBERING FOR THE H&S PLAN

1. Index of the H&S Plan
2. Letter of Good Standing from Workman's Compensation Commissioner or with a licensed compensation insurer as contemplated in COIDA
3. Appointment letter from the Employer
4. Signed Section 37(2) Agreement between the Employer and the Principal Contractor
5. Occupational Health & Safety Policy
6. Quality Policy
7. Environmental Policy
8. Waste Management Policy
9. HIV AIDS Policy
10. Alcohol / Drug Policy
11. PPE / PPC Policy
12. Health & Safety BoQ
13. Employers Site Specific Safety Specification
14. Project Specific Baseline Hazard Identification and Risk Assessment
15. Site Specific Risk Assessment
16. Technical Method Statements, Safe Operating Procedures and Safe Work Procedures for the first three (3) months planned project works
17. Site Specific Organogram
18. Signed Appointment Letters and CV's for the following Site Personnel
 - 18.1. Responsible Person 16.2
 - 18.2. Construction Manager CR8.1
 - 18.3. Assistant Construction Manager CR8.2
 - 18.4. Construction Health and Safety Officer CR8.5
 - 18.5. Construction Supervisor CR8.7
 - 18.6. Risk Assessor CR9
 - 18.7. Construction Traffic Safety Officer S 8(2)(d)
 - 18.8. Incident Investigator GAR9
 - 18.9. First Aider GSR3.4
19. A Site Plan indicating the following;
 - 19.1. Positions of emergency assembly points and equipment at the site camp, or each fixed working area
 - 19.2. Traffic routes for plant and pedestrians as well as parking areas
 - 19.3. Storage areas (flammable stores, materials etc.)
 - 19.4. Location of facilities
 - 19.5. Electrical installations
20. First Aid, Accident, Incident and Emergency management procedure
21. Safety and Access Signage management procedure
22. Traffic Safety management procedure
23. Waste management procedure
24. Hazardous chemical substances management procedure
25. Construction plant and machinery management procedure
26. Public Health and Safety management procedure
27. Employee facilities management procedure
28. PPE management procedure
29. Occupational medical examinations procedure
30. Safety inspections and Inspection register management
31. Internal Audit management procedure
32. Contractor management procedure

ANNEXURE B CONTENTS AND NUMBERING SYSTEM FOR THE H&S FILE

Approved H&S Plan (as submitted at Pre-Construction Stage for approval by the Employer)

All Construction/TMS and SWP are to be generated by senior site personnel, and the appropriate Risk Assessments developed therefrom in conjunction with the CHSO.

The TMS and SWP are to be signed by the CM, CHSO and EAR on site

The construction team is to ensure that the CHSO is kept up to date with all planned activities, to ensure all H&S requirements are met.

1. Index of the H&S File
2. Updated COIDA Letter of Good Standing
3. Updated organizational organogram and signed Letters of Appointment
4. Registrations, qualifications and other proof of competency
5. Training and Competency Matrix
6. Medical Certificates of Fitness
7. Risk monitoring and review records
8. Procedures
 - 8.1. Training and OHS competency
 - 8.2. General record keeping
 - 8.3. Issue based risk, risk review and risk monitoring management procedure
 - 8.4. Night work
 - 8.5. Excavation management (include hard rock)
 - 8.6. Temporary work management
 - 8.7. Fall protection plan
 - 8.8. Demolition management
 - 8.9. Electrical management
 - 8.10. Delivery, offloading, stacking, storage and housekeeping
 - 8.11. Concrete and batching management
 - 8.12. Hired plant and machinery management
 - 8.13. Lifting and rigging management
 - 8.14. Water environments
9. Registers
 - 9.1. Issue based Risk Assessments
 - 9.2. Inspection Registers
 - 9.3. DSTI records
 - 9.4. MS & SWP training records
 - 9.5. Induction training programme & records
 - 9.6. Visitor Induction records
 - 9.7. Inspection & Maintenance records
 - 9.8. PPE Issue and Condition check
 - 9.9. Incident registers & Investigation reports
10. COIDA accident and incident management
11. Waste manifests
12. Safety Data Sheets
13. Internal audits
14. Letters of Approval Contractors H&S plan
15. Letters of Appointment of Contractors
16. Audits by Employers Agent
17. Corrective/Preventive action plans for clients audits
18. Contractors audits
19. Certified documents and Permits (CoC – PV Test – Lifting Equipment Certificates – Haz.Substance Permits)
20. Archived Documents

ANNEXURE C CONSTRUCTION APPOINTMENTS

No	Designation	Legal Reference
1	Principal Contractor	CR 5.1(k)
2	Contractor	CR 7.1(c)(v)
3	Construction Manager	CR 8.1
4	Assistant Construction Manager	CR 8.2
5	Construction Health and Safety Officer	CR 8.5
6	Construction Supervisor	CR 8.7
7	Assistant Construction Supervisor	CR 8.8
8	Risk Assessor	CR 9.1
9	Fall Protection Plan Developer	CR 10.1(a)
10	Fall Protection Plan Supervisor	CR 10
11	Temporary Works Designer	CR 12.1
12	Temporary Works Supervisor	CR 12.2
13	Excavation Supervisor	CR 13
14	Blaster	CR 13.2(k)
15	Demolition Supervisor	CR 14
16	Explosive Method Plan Designer	CR 14.11
17	Scaffold Supervisor	CR 16.1
18	Suspended Platform Supervisor	CR 17.1
19	Rope Access Work Supervisor	CR 18.1(a)
20	Material Hoist Inspector	CR 19.6
21	Material Hoist Inspector	CR 19.7(a)
22	Bulk Mixing Plant Supervisor	CR 20.1
23	Bulk Mixing Plant Operator	CR 20.2
24	Explosive Actuated Fastening Device Controller	CR 21.2(g)(i)
25	Construction Vehicle and Mobile Plant Inspector/Operator	CR 23.1(d)(k)
26	Electrical Installation Controller	CR 24(c)
27	Electrical Installation Inspector	CR 24(d)
28	Housekeeping Supervisor	CR 27
29	Stacking and Storage Supervisor	CR 28
30	Fire Extinguisher Inspector	CR 29(h) & PER 19
31	Assigned Responsibilities	OHSA S 16.2
32	Scaffold Inspector	SANS 10085-1:2003 Item 16.1(c)
33	Scaffold Erector	SANS 10085-1:2003 Item 16.1(a)
34	Traffic Control Planner	OHSA S 8.2(d)
35	Traffic Control Supervisor	OHSA S 8.2(i)
36	Emergency / Fire Co-ordinator	OHSA S 8
37	Incident Investigator	GAR 9
38	First Aider	GSR 3
39	Ladder Inspector	GSR 13A
40	Lifting Machine Operator	DMR 18
41	Portable Electrical Equipment Inspector	EMR 9
42	Radiation Protection Officer	National Nuclear Regulatory Act 1999
Additional appointment could be added as and when required		

ANNEXURE D CLOSE OUT REQUIREMENTS

CONSOLIDATED HEALTH & SAFETY FILE				
Construction Regulations - February 2014 7(1b,e & f)				
1	DEFINITION: CONSOLIDATED HEALTH AND SAFETY FILE			
	A file or other means containing record in permanent form, of the information required as contemplated in the Construction Regulations of February 2014: Regulation 7(1b, e & f)			
	The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project.			
	The following list is an example of what should be included, but is not exhaustive.			
	The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project.			
	Daily or monthly plant inspection records are not required unless they are related to an accident.			
	All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders.			
	Layout should be logical and in the same order as in the site files.			
REQUIRED DOCUMENTATION				
2	The Principal Contractor submits a formal letter to the project appointed Agent, consolidating and Confirming the H & S history of the project.		INCLUDED	
	The following summary of information is required in the letter, but not limited to:		YES	NO
a	Client H&S Specification			
b	Principal Contractor's OHS Plan(s)			
c	Organograms			
d	Legal Appointments			
e	Notification to Department of Labour of commencement of work			
f	Letters of Good Standing for the Project			
g	Full files for all Contractors as well as their close out reports			
i	List of Contractors			
ii	Letters of Approval of Contractors			
iii	Mandataray Agreements			
iv	Letters of Good Standing			
v	Appointments			
h	Incident Records			
	Non- Conformance records			
	Agent's Audits			
	TMS			
	Risk Assessments			
	Safe Work Procedures			
	Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.			
	All drawings for temporary structures (suspended beams/scaffolds etc)			
	Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)			
Please Note:				
3	The Client's appointed OHS Agent will verify the submission of the Principal Contractor in writing before handing the above documentation to the Client			
4	The Client / Agent need to evaluate the SHE performance of the Principal Contractor i.e. Compliance, Performance, Quality and refer same in their cover letter which will be added to the Principal Contractor's portfolio of evidence.			
5	Defect and Liability Period			
	The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing. A copy of the as-built Drawings is to be placed on file by the Designers once complete.			

ANNEXURE E SPECIFIED HAZARDOUS CHEMICAL SUBSTANCES

PRODUCT	POTENTIAL HEALTH OR OTHER RISKS
CEM II grade 32,5N / Cement	Hand mixing may occur, will be used for structures, stabilizing. 50kg bags delivered on pallets, ergonomic risk from handling, dust exposure, chromates. Eye, skin and respiratory irritant
Shutter Oil	Usually hand application prior to placing formwork in position. Volatiles present. Skin and respiratory irritant.
Penetration grade bitumen 70/100	Vapours, overexposure to fumes- loss of consciousness, respiratory problems.
Polymer modified bitumen-Class S-E1 (Hot applied)	Avoid skin contact with hot emulsions, Burns
Polymer modified emulsion (cold Applied)	Principal Contractor to ensure use of SDSs and appropriate protection measures
Petroleum based pre-coating fluid	Danger of cutaneous absorption, irritation to the skin
Polymer modified binder conforming to class A-E2	Principal Contractor to ensure use of SDSs and appropriate protection measures
Asphalt	Inhalation will cause headaches, nausea, respiratory, eye and skin irritation. Carcinogen. Burns from hot mix. Hydrogen Sulphide and carbon monoxide emitted as by-product. Breaking or cutting will release silica (crystalline)
Retro-reflective Road paint	High levels of volatiles, Products have narcotic effect. Carcinogen
Lime	Dust, eye and respiratory irritation
Petrol/Diesel/Lubricants	Storage tanks/ bowsers on site. Fire, spillage, fumes
Superphosphate Fertilizers	Eye, respiratory and skin irritant
Limestone Ammonium Nitrate Fertilizer (LAN)	Prolonged skin or eye contact could cause irritation. Explosive and will release toxic fumes if heated
Formula 2:3:2 Fertilizer	Prolonged skin or eye contact could cause irritation. Explosive and will release toxic fumes if heated.
Creosote (pre-treated poles)	Eye and skin irritation and minor burns, carcinogen
Herbicides and Ant Poison	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Epoxies and Epoxy Resins	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Coatings	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Grouts	Will be determined by the Principal Contractor; various grouts will be required, cementitious or other, may contain silica (crystalline - quartz), hexavalent chromium, respiratory, skin and eye irritant

ANNEXURE F REQUEST TO CONDUCT BLASTING ACTIVITIES

PART 1 REQUEST TO CONDUCT BLASTING ACTIVITIES						
Request Date:						
Blast Date:						
Blast Time:						
Blasting Company:						
Project:						
Project Number:						
Blast Number:						
Request Submitted By:						
Blast Details						
Blaster Name:						
Location GPS:						
Chainage No:						
Average Hole Depth:						
Number of Holes:						
Type of Explosives:						
Estimated Quantities of Explosives to be Used:						
Estimated Rock Volume:						
Blasting Company's Documentation						
Blasting Certificate of Registration:						
Letter of Good Standing:						
Explosives Permit:	No:		Expiry Date:			
Explosives Transport Permit:	No:		Expiry Date:			
Risk Assessment:						
Legal Appointments:						
Competency Certificates:						
Hazards						
Distance to Nearest Structures and Services in meters:						
Vibration Recorder to be Placed at:						
Photographic Evidence of Nearby Structures:						
Copies Attached:						
Other Comments:						
Notices Distributed to:	Contractor	Client	Employer's Agent	Safety Agent	Community	Media
Accepted by Principal Contractor:	Date		Name		Signature	
Construction Manager:						
Construction Safety Officer:						
Accepted by Client Representatives:	Date		Name		Signature	
Employer's Agent:						
Construction Safety Agent:	Date		Name		Signature	
Refused by Client Representatives:						
Employer's Agent:						
Construction Safety Agent:						
Reason for Refusal:						

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PART 2 POST BLAST REPORT			
Blast Date:			
Blast Time:			
Blasting Company:			
Project:			
Project Number:			
Blast Number:			
Report Submitted By:			
Blast Details			
Blaster Name:			
Location GPS:			
Chainage No:			
Post Blast Report			
Average Vibration:			
Damage to Structures, Vehicles and / or Services:			
Photographic Evidence of Damages:			
Injuries to People / Animals			
Other Comments:			
	Date	Name	Signature
Received by Principal Contractor:			
Construction Manager			
Construction Safety Officer			
Received by Client Representatives:			
Employer's Agent:			
Construction Safety Agent			

ANNEXURE G CONSTRUCTION HEALTH AND SAFETY OFFICER MONTHLY REPORT

MONTH ENDING:

YEAR:

Manpower Returns		Current Month	Project to Date
Total Number Principal Contractors employees			
Total Number Contractor employees			
Total Number of Contractors			
No. Shifts/Days Worked (incl. Weekend & Public Holidays)			
Man Hours Worked			
Total for Principal Contractor			
Total for Contractor/s			
Total All Man-Hours For Current Month	Total All Man-Hours Worked	LTI Free Hours (From Last Incident)	Target LTI Free Hours

List of Contractors		No. of Employees		No. of Vehicles
Incident Report		Current Month	Project to Date	Investigation Status
No. of First Aid Cases				
No. of Medical Cases				
No. of Lost Time Injury (LTI) excluding Fatalities				
No. of Occupational Disease Cases				
No. of Fatalities				
No. of Reportable Incidents				
No. of Environmental Incidents				
No. of Property Damage				
No. of Near Misses				
No. of Vehicle related Accidents				
Disabling Injury Frequency Rate		Current Month		Project to Date
(LT Injuries x 200 000) / man hours				

Incident Details

Incident No.	Brief Details (incl. Nature of Injury, e.g. Laceration on Right Hand)	Status of Injured Employee/s	Incident Type (e.g. Fall to Below, Struck By)
Incident Analysis and Trends and Action Plans			
(Including new or revised risk assessments)			
Corrective Actions Implemented		Actioned By	Date Completed

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OHS Training	Current Month	Year to Date
Induction		
Safety Representative		
First Aid		
Fire Fighting		
Scaffold Erection and Inspection		
Vehicle (stipulate)		
Safety Harness		
Other		
Other		

Site Audits & Inspections			
Management			
Client			
External			
Additional Comments / Remarks (e.g. site issues or concerns)			
<u>Awards or Achievements:</u>			
Submitted By			
Name	Designation	Signature	Date

The Contract – Part 3 – Scope of Works

ANNEXURE I EXAMPLE OF MEDICAL CERTIFICATE OF FITNESS

ANNEXURE 3 OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 CONSTRUCTION REGULATIONS, 2014 Medical Certificate of Fitness			
Name of Employee:	ID Number:	Co. Number:	
	*Possible Exposures e.g. Noise, Heat, Fall Risk, Confined Space, etc.	*Job Specific Requirements e.g. Operating Mobile Crane, Digging Trenches, Erecting Formwork & Support Work, etc.	*Protective Equipment e.g. Dust Respirator, (Light Duty), Welding Gloves, etc.
*Occupation e.g. General Worker, Welder, Bricklayer, Steel Fixer, Mobile Crane Operator, etc.			
* The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination			
Declaration by the Medical Examiner: I certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the above mentioned employee is fit to perform the duties as described by the employer in the matrix above.			
Occupational Medicine Practitioner / Occupational Health Nursing Practitioner: (Please Print Name: _____)			
Signature: _____		Date: _____	
Address: _____		Practice Number: _____	

PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
TENDER NO. SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING

PART C3: SCOPE OF WORK

SECTION D : HIV/AIDS AWARENESS EDUCATION SPECIFICATION

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D1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- (a) Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers.
- (b) Informing Workers of their rights with regard to HIV/AIDS in the workplace.
- (c) Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

D2 DEFINITIONS AND ABBREVIATIONS

D2.1 Definitions

Service Provider: The natural or juristic person recognized and approved by the National Department of Transport as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

Representative / Agent: The Employer's Agent as defined in the Contract Data.

D2.2 Abbreviations

HIV : Human Immunodeficiency Virus
AIDS : Acquired Immune Deficiency Syndrome
STI : Sexually Transmitted Infection

D3 BASIC METHOD REQUIREMENT

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- (a) Number of Workers and Sub-contractors on site.
- (b) When new Workers or Sub-contractors will join the construction project.
- (c) Duration of Workers and Sub-contractors on site.

- (d) How the maximum number of Workers can be targeted with workshops.
- (e) How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker.
- (f) Profile of Workers, including educational level, age and gender (if available)
- (g) Preferred time of day or month to conduct workshops.
- (h) A Gantt chart reflecting the construction programme, for scheduling of workshops.
- (i) Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the commencement date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- (j) The nature of the disease;
- (k) How it is transmitted;
- (l) Safe sexual behaviour;
- (m) Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- (n) Attitudes towards other people with HIV/AIDS;
- (o) Rights of the Worker in the workplace;
- (p) How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- (q) How the Service Provider will support the Awareness Champion;
- (r) Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- (s) How the workshops will be presented, including frequency and duration;
- (t) How the workshops will fit in with the construction programme;
- (u) How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- (v) How the video will be used;
- (w) How the Service Provider will elicit maximum participation from the Workers;
- (x) A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

D4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

D4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan.

A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the National Department of Transport, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

D4.2 Recommended practice

D4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan. Breaking down the content of information to be presented to Workers into more than one workshop session, however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

D4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the National Department of Transport.

D4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

(a) UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

- (i) Define and describe HIV and AIDS.
- (ii) List and describe the progression of HIV/AIDS.

(b) UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognize how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

- (i) Record in what bodily fluids the HI virus can be found.
- (ii) Describe how HIV/AIDS can be transmitted.
- (i) Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

(c) UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimize the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream

Assessment Criteria:

- (i) Report on how to minimize the risk of HIV/AIDS infection.
- (ii) Report on precautions that can be taken to prevent HIV/AIDS infection.
- (iii) Explain or demonstrate how to use a male and female condom.
- (iv) List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission.

(d) UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognize methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling

Assessment Criteria:

- (i) Describe methods of testing for HIV/AIDS infection.
- (ii) Report on why voluntary testing is important.
- (iii) Report on why pre- and post-test counselling is important.

(e) UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognize the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS

Assessment Criteria:

- (i) List and describe ways to manage HIV/AIDS.
- (ii) Describe nutritional needs of people living with HIV/AIDS.
- (iii) Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS.
- (iv) Explain the need for counselling and support to people living with HIV/AIDS.

(f) UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

- (i) Discuss anti-retroviral therapy.
- (ii) List methods of treatment to prevent HIV/AIDS transmission from mother-to-child.
- (iii) Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS.
- (iv) Describe post exposure prophylactics.

(g) UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognize the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

- (i) Discuss the rights of a person living with HIV/AIDS in the workplace.
- (ii) Discuss the responsibilities of a person living with HIV/AIDS in the workplace.
- (iii) Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

D4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Transport

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STIs

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

D5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds

D6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

D7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

The Awareness Champion shall be responsible for:

- (a) Liaising with the Service Provider on organizing awareness workshops;
- (b) Filling condom dispensers and monitoring condom distribution;
- (c) Handing out information booklets;
- (d) Placing and maintaining posters

D8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

D9 REPORTING

D9.1 The contractor shall prepare and attach to his claims for payment a compliance report which outlines how the actions taken by the contractor in the period for which payment is claimed comply with the requirements, and a schedule which lists the names, identity numbers, trade/occupation and the name of the employer of all the construction workers exposed to the programme (refer Annexure A for a pro-forma for the report).

D9.2 The employer shall certify the report and schedule described in D9.1 whenever a claim for payment is issued to the employer.

NOTE: In the event that the contractor fails to comply with the requirements of D9, the employer may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty.

D10 MEASUREMENT AND PAYMENT

Schedule C [Item EB1.01 to EB1.12] in the BoQ will be followed for Health and Safety of this specific tender. The pricing must include awareness, induction, training on all communicable diseases and health and safety in the workplace etc.

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-26/27-0018

CONSTRUCTION OF GALI RIVER CROSSING

SCOPE OF WORK

SECTION E : LABOUR SPECIFICATIONS

This part of the project Specifications contains comprehensive additional specifications for matters not covered by and work which is not carried out in terms of the Standard Specifications. The number of each clause and each payment item in this part of the Project Specification is prefixed with an E to differentiate these clauses and items as additional works.

The following additional specifications are covered under this part of the Scope of Work:

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E1 EMPLOYMENT OF LOCAL LABOUR AND TRAINING REQUIREMENTS

E1.1 SCOPE

The specification sets out the requirements relating to the employment of local labour by involving the community through the established structures as well as the training requirements for these labourers.

E1.2 DEFINITIONS

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

'Key Personnel' means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operation.

'Labourer' means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor and subcontractors (SMME's) to perform prescribed work on this Contract. 'Labour' means labourers or workers.

'Labour Register' means the list of available Local Labourers compiled by the Community Liaison Officer (CLO) in co-operation with the Project Steering Committee (PSC) in accordance with the results of their negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

'Local Labourer' means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Contractor and subcontractors to perform prescribed tasks that form part of the Works.

'Targeted Labour' means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

'Worker' for the purposes of this specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any subcontractor, who is engaged by the Contractor, a subcontractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

'Workforce' means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

E1.3 ENGAGEMENT OF LOCAL LABOUR

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited/selected from the local communities living in close proximity to the project.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Contractor shall be recruited/chosen from a Labour Register and appointed for work to enable the Contractor to comply with the specific minimum target value set for the Local Labour Goal (LLG) for the Contract. Labourers and workers of the Local community who are engaged by other employers, other sub-Contractors in paid positions of employment shall not be eligible for inclusion on the Labour Register.

E1.3.1 Employment of Local Labourers

Upon the award of the Contract the Contractor shall without delay consult with the Project Steering Committee (PSC), the Employer's Agent and the Employer, and appoint a Community Liaison Officer (CLO) from a shortlist provided by the PSC, if so instructed, who is mutually acceptable to all parties. The Community Liaison Officer shall negotiate with the Contractor and the PSC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Contractor shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

E1.3.2 Selection of Local Labourers (PSC PROVISIONAL SUM)

The Contractor shall advise the CLO and the PSC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognisance of the provisions of the Contract relating to Training.

The Contractor shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognisance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

- (a) No potential Local Labourer shall be precluded from being employed by the Contractor on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
 - (i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or
 - (ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills;
- (c) Preference shall be given to the long-term and single heads of households;
- (d) The Contractor shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected;
- (e) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty five years and women.

After making his selection, the Contractor shall advise the CLO and the Employer's Agent thereof in writing, and the Employer's Agent, with the assistance of the CLO has the right to call a meeting with PSC and the Local Community for the purpose of ratifying the Contractor's selection. The Contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Employer's Agent or the Local Community make reasonable objection to the selection of any particular applicant by the Contractor, the Contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Employer's Agent and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

E1.4 CONTRACTUAL REQUIREMENTS

E1.4.1 Legislation

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

E1.4.2 Labour content

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by subcontractors and selected subcontractors.

The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage or the local labour goal as stated in Part C4. .

E1.4.3 Targeted labour

The targeted labour shall be as specified above. The definitions, provisions and specifications of the South African National Standard Specification SANS1914-52002, Targeted Construction Procurement : Part 5 : Participation of Targeted Labour will apply to this contract. Should there however be conflict between SANS1914-5:2002 and the Works Specification, the latter shall take precedence and prevail.

The Contractor shall engage targeted labour directly in the execution of the Works to the extent that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than that specified in Part C 4.of this tender document.

E1.4.4 Records and reporting

The Contractor shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Forms 1 to 3 (of which pro-formas are included in Part C1: Agreements and Contract Data) shall be completed and submitted to the Employer's Agent at the end of each month, from the Commencement date up to the completion of the Contract. Form 3 may be substituted by the use of electronic banking records provided that the system can be audited.

The completed forms shall accompany the Contractor's monthly claim presented to the Employer's Agent for payment of certified completed work. The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Employer's Agent.

The Contractor's Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Part A of the Works Specification.

The Contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Employer's Agent with independently audited documentary evidence of the total actually paid to the workforce and the number of workers days generated during the contract.

E1.4.5 SANCTIONS

In the event that the Contractor fails to substantiate that any failure to achieve the Local Labour Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 1,05 \times (L_M - L_A) \times V_A.$$

Where:

P = Rand value of penalty payable.

V_A = Award value (Contract Price exclusive of VAT, and allowances for contingencies and escalation)

L_M = Local Labour Goal % stated in the Project Document

L_A = The local labour component % which the Employer's Representative certifies as being achieved upon completion of the contract.

E1.5 PROJECT STEERING COMMITTEE

When required a Project Steering Committee (PSC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Contractor will have one senior member of his staff as representative on the PSC without any voting powers.

The Contractor will report all progress, deviations from the Contract, deviations from the programme, labour related matters, and financial progress to the PSC.

The PSC will act as liaison channel between the Contractor and the community. The PSC will assist the Contractor in identifying and recruiting local labour for the project.

The Contractor shall hold meetings with the PSC on a regular basis (at least once per month but not more than twice per month) to ensure that the PSC is informed and aware of progress and problems that may arise.

Allowance is made for the payment of subsistence/travel allowances to the members of the PSC attending meetings with the Contractor, by the Contractor in the Schedule of Quantities.

E1.6 COMMUNITY LIAISON OFFICER

E1.6.1 Appointment

The Contractor shall appoint a Community Liaison Officer (CLO) after consultation with the Project Steering Committee (PSC), the Employer's Agent and the Employer, as a link between the PSC and the Contractor. The Community Liaison Officer shall be nominated by the PSC and shall be appointed as a member of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment. The Contractor shall disclose his normal employment conditions to the Employer's Agent when called upon to do so.

E1.6.2 Duties of the Community Liaison Officer

The Community Liaison Officer shall:

- (a) be available on Site daily between the hours agreed on by the Contractor, the Employer and the Employer's Agent from time to time;
- (b) assist the Contractor in the identification of suitable trainees and shall attend one of each of the training sessions;
- (c) communicate with the Contractor and the Employer's Agent to determine the labour requirements with regard to the numbers and skills;
- (d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures;
- (e) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
- (f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
- (g) assist in the identification, and screening of Labourers from the Local Community in accordance with the Contractor's requirements;
- (h) inform temporary Labourers of their conditions of temporary employment, and inform temporary Labourers as early as possible when their period of employment will be terminated;
- (i) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (j) keep a daily written record of his interviews and community liaison activities;
- (k) carry out specific tasks ordered by the Employer's Agent;
- (l) perform such other duties as required and agreed upon between all parties concerned.

E1.6.3 Remuneration

The remuneration of the Community Liaison Officer shall be determined jointly by the Contractor, Employer's Agent and the Employer. A Provisional Sum is provided in the Schedule of Quantities to cover the remuneration of the Community Liaison Officer.

The Community liaison Officer shall only be employed and paid for the period in which the duties of a Community Liaison Officer are required as agreed on by the Employer's Agent and the Contractor.

E1.6.4 Transport of the Community Liaison Officer

The Contractor shall provide transport for the Community Liaison Officer as agreed upon between the Employer, the Employer's Agent and the Contractor.

A Provisional Sum is provided in the Bill of Quantities to cover the provision of transport for the Community Liaison Officer.

E1.7 TRAINING REQUIREMENTS

Where training is specified in the Contract, the Contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, subcontractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Contractor shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Contractor shall submit with his tender full details of the formal training which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

- (i) The name of the training institution and course programme.
- (ii) Each type of training and course content synopsis.
- (iii) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Contractor's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Contractor's Training schedule shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Contractor's programme of work.

E1.7.1 Training of Local Labourers

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Contractor, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Contractor in conjunction with the Employer's Agent shall attend in-house courses conducted by trainers in the employ of the Contractor in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Contractor, and subject to the approval of the Employer's Agent, shall attend

approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose the Contractor shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Employer's Agent will choose the courses to be attended by the nominated and approved Local Labourers.

E1.7.2 Training for Emerging Contractors (SMME's)

The Contractor shall closely monitor the performance of the principals of Emerging Contractors (SMME's), the execution of their subcontracts and shall identify those who, in his opinion, display the potential to benefit from formal Training provided for in the Contract, and when required by the Employer's Agent, the Contractor shall make recommendations in this regard. The final list of candidates will be decided on between the Contractor and the Employer's Agent.

Where required, Emerging Contractors engaged by the Contractor shall receive training and guidance according to an approved formal training programme which comprises both management skills and business development skills.

The Contractor shall, when requested provide full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost.

If so indicated, the Contractor shall alter or amend the formal training programme and its contents to suit changing conditions on Site and changes in the Contractor's programme of work.

E1.7.3 Labourers remunerated during training

All Local Labourers employed by the Contractor shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Contractor as provided for in the Bill / Schedule of Quantities.

E1.7.4 Non-compliance

If at any stage the Employer's Agent notifies the Contractor in writing that the Contractor is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Contractors, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Contractor's expense and the amounts paid to such firms or persons will be deducted from the Contractor's payment.

The Contractor shall be obliged to make Local Labourers and other employees available for Training when so required by the Employer's Agent.

E1.8 FORMAL TRAINING

E1.8.1 General

The formal skills training programme to be implemented by the Contractor shall comply with the following minimum standards:

- (a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.
- (c) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil Employer's Agenting projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Employer's Agent prior to implementation.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:

- (i) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
- (ii) A suitably furnished venue (if required)
- (iii) Transport to and from the works (as necessary)
- (iv) Tools, equipment and teaching aids;
- (v) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Employer's Agent.

The Contractor shall in so far as it is reasonable and practical taking due and cognisance of the nature of the works to be executed at any given time, use training workers on those aspects of the works for which they have been trained.

E1.8.2 Accredited training and attendance

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and subcontractors regarding attendance and participation.

All training shall take place within normal working hours or as agreed with the trainees.

E1.8.3 Supervisors

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training have been completed and workers have been given sufficient opportunity to prove their worth.

E1.8.4 Training records and certificates

The Contractor shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Contractor and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

E1.8.5 Labour / Training Agent

If specified in the Contract, the Contractor shall appoint a Labour / Training Agent, subject to the written approval of the Employer's Agent. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allocated to them.

The labour / Training Agent shall report in writing to the Employer's Agent on a daily basis on the work executed by the Local and other Labourers in the employ of the Contractor, the quality of the work the progress and all other information that the Employer's Agent may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

E1.8.6 Training centre

If so specified in the Contract a suitable onsite Training centre shall be provided by the Contractor to the satisfaction of the Employer's Agent. The Training centre shall comply with the specifications for site offices as specified in the Specifications Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specification.

E2 SPECIFICATION FOR LABOUR-INTENSIVE CONSTRUCTION

E2.1 SCOPE

In order to reduce unemployment the Government has initiated the promotion of labour-intensive construction through the Department of Transport projects.

This is a short-term, non-permanent, labour-intensive programme initiated by Government and funded whether fully or partially, from public resources to provide a public asset.

This specification sets out the provisions and requirements relating to labour-intensive construction works.

E2.2 DEFINITIONS

For the purpose of this Contract, the definitions given in the Contract Data, the Standard Specifications, and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

‘Labour-intensive’ means the economically efficient employment of as many unskilled or semi-skilled Local Labourers as is technically feasible for an identifies portion or section of the Works.

‘Subcontractor’ means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

‘Workforce’ means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

Standard specifications (those normally used by the public bodies) are to be utilized. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

E2.3 LABOUR-INTENSIVE COMPETENCIES OF CONTRACTOR’S STAFF

E2.3.1 Eligibility requirements

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff.

The tenderer shall, when requested by the Employer to do so, submit with his tender the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

E2.3.2 Labour-intensive competencies of supervisory and management staff

Established Contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

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

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the Contractor's most senior representative that is resident on site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)			

E2.4 STANDARD CONDITIONS OF EMPLOYMENT FOR DEPARTMENT OF TRANSPORT PROJECTS

E2.4.1 Introduction

- (a) This document contains the standard terms and conditions for workers employed in elementary occupations. These terms and conditions do NOT apply to persons employed in the supervision and management of ECDOT Projects.
- (b) Additional Definitions:
The following additional definitions shall, unless the context dictates otherwise, apply:
 - (i) **“department”** means any department of the State, implementing agent or Contractor;
 - (ii) **“employer”** means any department, implementing agency or Contractor that hires workers to work in elementary occupations on a ECDOT project;
 - (iii) **“worker”** means any person working in an elementary occupation on the Project;
 - (iv) **“elementary occupation”** means any occupation involving unskilled or semi-skilled work;
 - (v) **“management”** means any person employed by a department or implementing agency to administer or execute a ECDOT project.
 - (vi) **“task”** means a fixed quantity of work;
 - (vii) **“task-based work”** means work in which a worker is paid a fixed rate for performing a task;
 - (viii) **“task-rated worker”** means a worker paid on the basis of the number of tasks completed;
 - (ix) **“time-rated worker”** means a worker paid on the basis of the length of time worked.

E2.4.2 Terms of Work

- (a) Workers are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 36 months in any five-year cycle.
- (c) Employment does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

E2.4.3 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work–
 - (i) More than forty hours in any week;
 - (ii) On more than five days in any week; and
 - (iii) For more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

E2.4.4 Meal Breaks

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

E2.4.5 Special Conditions for Security Guards

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

E2.4.6 Daily Rest Period

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

E2.4.7 Weekly Rest Period

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

E2.4.8 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid:
 - (i) The worker's daily task rate, if the worker works for less than four hours;
 - (ii) Double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid:
 - (i) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

E2.4.9 Sick Leave

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

E2.4.10 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave:
 - (i) Four weeks before the expected date of birth; or
 - (ii) On an earlier date:
 - If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - If agreed to between employer and worker; or
 - (iii) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the project on which she was employed has ended.

E2.4.11 Family responsibility leave

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

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

E2.4.12 Statement of Conditions

- (a) An employer must give a worker a statement containing the following details at the start of employment:
 - (i) The employer's name and address and the name of the ECDoT;
 - (ii) The tasks or job that the worker is to perform; and
 - (iii) The period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) The worker's rate of pay and how this is to be calculated;
 - (v) The training that the worker will receive during the ECDoT project.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of these conditions of employment.

E2.4.13 Keeping Records

- (a) Every employer must keep a written record of at least the following:
 - (i) The worker's name and position;
 - (ii) In the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) In the case of a time-rated worker, the time worked by the worker;
 - (iv) Payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the project.

E2.4.14 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place:

- (i) at the workplace or at a place agreed to by the worker;
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (iii) in a sealed envelope which becomes the property of the worker.
- (g) An employer must give a worker the following information in writing:
 - (i) the period for which payment is made;
 - (ii) the numbers of tasks completed or hours worked;
 - (iii) the worker's earnings;
 - (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (i) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

E2.4.15 Deductions

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

E2.4.16 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must:
 - (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules of the SPWP;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

E2.4.17 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a Contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

E2.4.18 Termination

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

E2.4.19 Certificate of Service

- (a) On termination of employment, a worker is entitled to a certificate stating:
 - (i) The worker's full name;
 - (ii) The name and address of the employer;
 - (iii) The Project on which the worker worked;
 - (iv) The work performed by the worker;
 - (v) Any training received by the worker;
 - (vi) The period for which the worker worked on the project; and
 - (vii) Any other information agreed on by the employer and worker.

E2.5 VARIATIONS TO STANDARD CONDITIONS OF EMPLOYMENT

Notwithstanding the provisions of the above-mentioned Conditions of Contract, the Contractor shall comply with and shall ensure compliance by his Subcontractors with the following relevant statutory legislation:

- (a) Basic Conditions of Employment Act 75 of 1997
- (b) Labour Relations Act, No. 66 of 1995
- (c) Employment Equity Act No. 55 of 1998 (Chapters 1 and 2)
- (d) Occupational Health and Safety Act No. 85 of 1993
- (e) Compensation for Occupational Injuries and Diseases Act 130 of 1993

- (f) Skills Development Act of 1998

The statutory Department of Labour's Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Employer's Agenting Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

For the purposes of this contract, the following variations to the above-mentioned Ministerial Determination, Expanded Transport Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002 shall apply. The Sub clause numbers refer to the relevant Sub clause number under Sub clause E2.4 above.

Delete Sub clause E2.4.3 and replace with the following:

"Clauses 8, 9 and 10 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Employer's Agenting Sector, South Africa shall apply. Clause 8 makes provision for 45 hours/week."

Delete Sub Sub clauses E2.4.6 and E2.4.7 and replace with the following:

"Clause 12 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (no. 75 of 1997): Sectoral Determination 2: Civil Employer's Agenting Sector, South Africa shall apply. Clause 12 makes provision for a daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours."

Delete Subsubclause E2.4.14 and replace with the following:

"Subclause 5(1) (a) of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Employer's Agenting Sector, South Africa shall apply. Subclause 5(1) (a) makes provision for employees to be paid weekly, fortnightly or monthly."

E2.6 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

E2.6.1 Requirements for the sourcing and engagement of labour.

- (a) Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation, SANS 1914-5, Participation of Targeted Labour and the Works Specification.
- (b) The rate of pay shall be the latest minimum hourly rate set by the Sectoral Determination : Civil Engineering Sector : South Africa
- (c) If required tasks established by the Contractor must be such that:
 - (i) The average worker completes 5 tasks per week in 40 hours or less; and
 - (ii) The weakest worker completes 5 tasks per week in 55 hours or less.
- (d) 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 sub-clause E2.6.1 (c) above.

- (e) The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - (i) Where the head of the household has less than a primary school education;
 - (ii) That have less than one full time person earning an income;
 - (iii) Where subsistence agriculture is the source of income; and
 - (iv) Those that are not in receipt of any social security pension income
- (f) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - (i) 40% women;
 - (ii) 20% youth who are between the ages of 18 and 35; and
 - (iii) 2% persons with disabilities.

E2.6.2 Specific provisions pertaining to SANS 1914-5

(a) Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project is stated in Part C4. .

(b) Contract participation goals

- (i) The specified contract participation goal for the contract is the percentage of the award value as stated in Part C4: Site Information. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- (ii) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

(c) Terms and conditions for the engagement of targeted labour

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

(d) Variations to SANS 1914-5

- (i) The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the Contractor.
- (ii) The schedule referred to in clause 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

E2.6.3 Training of targeted labour

- (a) 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.

- (b) The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required.
- (c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- (d) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of sub clause E2.6.3(c) above.
- (e) Proof of compliance with the requirements of sub clause E2.6.3 (b) to (d).must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

E2.7 GENERIC LABOUR-INTENSIVE SPECIFICATION

E2.7.1 Applicable Standardized Specification

The Construction and Management Requirements for Works Contracts:

Specification SANS 1921-5 : 2004, Part 5 : Earthworks Activities which are to be Performed by Hand shall apply as additional Works Specifications to this contract. The South African National Standard SANS 1921-5 : 2005 Specification is not bound in this document and it may be obtained from South African Standards (website www.sansa.co.za) or viewed by appointment at the offices of the Employer's Representative during normal working hours.

E2.7.2 Variations to SANS 1921-5: 2004, Part 5: Earthworks activities which are to be performed by hand

Clause 4.2: Trench excavation

Add the following to sub-clause 4.2.1:

"The trenches which are to be excavated by hand are up to 1,5m deep."

Clause 4.4: Excavations other than in trenches

Replace sub-clause 4.4.1 with the following:

"All material excavatable by hand related to the items listed in Table 4.13/1 shall be excavated by hand."

Clause 4.7: Loading

Delete and replace with the following:

"Loading of material in areas difficult for the specialised equipment (restricted areas) shall be done by hand."

Clause 4.8: Haul

Add the following:

"This clause shall not apply to this contract."

Clause 4.10: Spreading

Add the following:

“This clause shall apply to this contract only provided the material can be economically spread by hand.”

Add the following new clauses:

“4.13 : Labour-intensive Work

The items/activities that shall be done by hand are listed/provided in Part C4: Site Information. These listed items and others indicated by the prefix LI in the Bill of Quantities are compulsory and may not be executed in any other way.

The Contractor may identify further activities to increase the labour component of the contract.

4.14 : Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand-hold on them.

The Contractor may also propose to the Employer's Agent additional labour based activities, or alternative activities in place of any of the above mentioned activities that cannot be executed using labour based methods due to unforeseen and abnormal circumstances.

The Contractor shall take cognisance of his General Obligations and the contribution of Targeted Labour to the Contractor Participation Goal (CPG) specified for the contract.

Before commencing with any labour-intensive operations the Contractor shall discuss his intentions with the Employer's Agent, and shall submit to the Employer's Agent on a weekly basis, daily labour returns indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.”

E2.8 MEASUREMENT AND PAYMENT

Prescribed Labour-intensive work

Those parts of the Works included in the contract, including those parts requiring the use of selected subcontractors, which are to be constructed using labour-intensive methods have been marked in the Schedule / Bill of Quantities.

The numbers of the pay items or sub-items of the works, or parts of the works which are to be constructed using labour-intensive methods only are prefixed by the letters LI .

The use of plant to provide such works, other than plant specifically provided for in the Scope of Work, is a variation to the contract.

The items marked with the prefixed LI are not necessarily an exhaustive list of all the activities which may be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in this Works Specifications.

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Payment for items which are designated to be constructed labour-intensively (either in the Schedule / Bill of Quantities or in the Scope of Work) will not be made unless they are constructed using labour-intensive methods.

Any unauthorized use of plant to carry out work, which is to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-26/27-0018

CONSTRUCTION OF GALI RIVER CROSSING

PART C3: SCOPE OF WORK

SECTION F: SPECIFICATION FOR SMME SUBCONTRACTOR EMPLOYMENT

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ACRONYMS

CETA	-	CONSTRUCTION EDUCATION AND TRAINING AUTHORITY
CIDB	-	CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
CM	-	CONTRACTS MANAGER (MENTOR)
DoL	-	DEPARTMENT OF LABOUR
EC DoT	-	EASTERN CAPE DEPARTMENT OF TRANSPORT
GCC	-	GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS
IA	-	IMPLEMENTING AGENT
MC	-	MAIN CONTRACTOR (MENTOR)
PM	-	PROJECT MANAGER (MENTOR)
PMT	-	PROJECT MANAGEMENT TEAM
PS	-	PROJECT SPONSOR
SARS	-	SOUTH AFRICAN RECEIVER OF REVENUE
SMME	-	SMALL MEDIUM & MICRO ENTERPRISE
SANS	-	SOUTH AFRICAN NATIONAL STANDARDS

1 DEFINITIONS AND INTERPRETATIONS

For the purposes of this section of the Project Specification, the definitions given in the General Conditions of Contract for Construction Works 2015, the Standard Specifications and the Project Specifications, together with the following definitions shall apply:

- (a) Main Contract: Any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Construction Works 2015.
- (b) Project Management Team (PMT): A team that is set up after award of the contract, consisting of a delegate from each of the Main Contractor, the Employer's Agent and the Employer. The function of the PMT will be to consult regarding the management of the subcontracts involving SMMEs. The PMT will also evaluate the Main Contractor's performance regarding the goals set for SMME involvement. The Employer's Project Manager will decide which party is to chair and lead the team. Minutes of these meetings will be taken by the Employer's Agent.
- (c) SMME Construction Manager: Person provided by Main Contractor to guide, assist and mentor all eligible potential SMMEs tendering and awarded a contract as SMME Subcontractors as per section 2.2 of this section of the Specification.
- (d) Small, Medium and Micro Enterprises: An Affirmable Business Enterprise which adheres to statutory labour practices, is a legal entity, registered with SARS and the Compensation Commissioner or FEMA and continues to operate as an independent enterprise for profit.
- (e) SMME Subcontractor: An Emerging Contractor referred to as an SMME, who has been identified through an Expression of Interest and chosen by the Main Contractor to tender for and, if successful, to provide works as part of the total service required by the Employer for the Contract.
- (f) Subcontractor: A Contractor who contracts with the Main Contractor to provide works as part of the total services required by the Employer for that Contract.
- (g) SMME Package: Specified work package identified for execution by SMMEs. The identifiers are Employer, Employer's Agent and Main Contractor.
- (h) Joint Venture: An association of firms, companies or businesses for which purpose they combine their expertise, efforts, skills and knowledge to execute the Contract.

2. SMME TENDER PHASE

2.1 Identification of SMME Contractors

Immediately upon the award of the Contract the Main Contractor in conjunction with the Client and the Employer's Agent shall place an advertisement for Expressions of Interest for CIDB level 1 to 6 class CE SMME Contractors to undertake part of the works. It is intended that 4(four) SMME sub-contracts shall be issued covering certain items of the work which will be identified as set out below. The SMME Contractors will be required to carry out such items of work that will provide continuous employment for approximately 8 months.

2.2 Identification of Works Opportunities

Work opportunities will be selected from the list below.

The Main Contractor will note that all work measured in the Bills of Quantities is the Main Contractor's sole responsibility. This also applies where SMMEs have been identified for a particular portion of works in its entirety.

The SMMEs will be responsible for procuring all required materials, labour, equipment and any other incidentals to undertake the works subcontracted to them unless otherwise specified by Employer before tender or approved by the Project Management Team during construction.

The Main Contractor will supervise and manage the SMME work at all times to ensure compliance with the specifications and drawings.

The list of work packages summarised below has been identified as possible work packages for the sub-contractors. These packages are not all inclusive and contractors are encouraged to exceed the minimum requirements.

ITEM NO	DESCRIPTION	ACTIVITY
SCHEDULE A: ROADWORKS		
1500	Accommodation of Traffic	(i) Erection and relocation / moving of traffic control facilities. (ii) Operating of Stop/Go facilities. (iii) Operation of traffic signals. (iv) Excavation, laying and backfilling of temporary culverts.
1700	Clearing and grubbing	(i) Felling of trees.
2100	Drains	(i) All open drain and subsoil drain items.
2200	Prefabricated culverts	(i) All items.
2300	Concrete kerbing, concrete channelling, chutes and downpipes and concrete linings for open drains.	(i) All kerbing items. (ii) All concrete lined drain items.
5100	Pitching, stonework and protection against erosion.	(i) All pitching items. (ii) All concrete sidewalk items.
5200	Gabions	(i) All gabion items.
5400	Guardrails	(i) All guardrail items.
5500	Fencing	(i) All fencing items including concrete post manufacture.
5600	Road Signs	(i) Erection of supports and road signs.
5700	Road Markings	(i) All road marking items.
5800	Landscaping and Grassing	(i) Planting and trimming.

2.3 Tender process for SMMEs

A minimum of 8 (eight) potential SMME Subcontractors chosen from the replies to the Expression of Interest shall be invited to tender.

2.4 Compilation and issue of tender documents

The Employer's Agent shall compile the tender documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to procurement and development of SMMEs as stated in or as may reasonably be inferred from the conditions of this contract.

All tender documentation shall be reviewed, approved and issued by the Main Contractor with all copies of tender documents compiled deemed to be included in the tendered rates or mark-up provision allowed for the various SMME work packages. The tender or quotation document will be issued to invited SMMEs at NO COST and the Main Contractor is to make due allowance for such cost in his tendered rates.

2.5 Site Briefing Session

The Main Contractor shall facilitate a Site Briefing Session for the invited SMMEs. The Main Contractor will also make sure that all relevant parties including the PMT are present and given an opportunity to present specific aspects of the requirements pertaining to their tender requirements.

2.6 Pre-Tender Assistance to the SMMEs

At the briefing session, the Main Contractor assisted by the PMT will be responsible for ensuring that prospective SMME Tenderers fully comprehend the:

- implications of the liabilities and responsibilities inherent in the subcontract applicable;
- scope and extent of the portion of the works included in the subcontract;
- the requirements for quality control of works;
- the requirements for occupational health and safety;
- proper procedures for the submission of the tenders;
- procedures and basis on which tenders will be adjudicated and the subcontracts awarded.

2.7 Adjudication

(a) This tender shall be submitted electronically via the National Treasury eTenders Portal (www.etenders.gov.za) in accordance with the instructions stated in the Tender Notice and Tender Data. No physical sealed submissions, tender box, or manual submissions register will be applicable for the Main Tender submission. The official eTenders system generated receipt shall serve as proof of submission.

(b) All tenders received shall be evaluated by the Main Contractor for final approval. The draft tender evaluation report shall be distributed to the PMT members 5 working days prior to the PMT meeting for comments and perusal in order to finalize the evaluation before the meeting. The format of the tender evaluation report must be agreed upon at the first PMT meeting.

The evaluation of the Occupational Health and Safety plans will be done by the Main Contractor SHE Officer.

(c) The PMT shall have the right to interview any tenderer for the purpose of:

- clarifying any aspect of the tender;
- querying abnormally high or low rates and prices, and
- clarifying rates and prices which are not in balance with other tendered rates and prices.

(d) The Main Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.

2.8 Award of Tender

The Main Contractor will award the work to the successful SMME Tenderers and a subcontract agreement will be signed between the Main Contractor and the successful SMME Tenderers.

2.9 Sub-Contract Agreement

A Sub-Contract Agreement in accordance with the SAFCEC Subcontractor Agreement (2011) will be compiled by the Main Contractor with the assistance of the Employer's Agent. They shall be responsible for ensuring that the terms and conditions are consistent with all requirements as specified in or reasonably may be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Main Contractor's account.

The final terms and conditions of each subcontract agreement shall be subject to the approval of the PMT, prior to entering into the subcontract agreement. The Main Contractor may not enter into any subcontract agreement that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the SMME or the Main Contractor.

The terms and conditions of the subcontract agreement shall specifically ensure that the provisions of the main contract pertaining to:

- (a) The allowable sources from which workers may be drawn in terms of the contract;
- (b) The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (c) Any training to be provided to the temporary workforce;
- (d) Occupational health and safety.
- (e) The use of labour intensive methods.

Shall apply in respect of all SMME Contracts.

3. CONSTRUCTION PHASE

3.1 Mentorship

The Main Contractor shall closely manage, supervise and assist all SMMEs in all aspects of management, execution and completion of subcontracts. This shall typically include assistance with planning the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures, etc. The extent and level of such management, guidance and assistance to be provided by the Main Contractor shall be directed at enabling the SMMEs to achieve the successful execution and completion of the subcontract. Payment for such on-going assistance is deemed included in the rate tendered for the administrative cost of SMMEs.

3.2 Guide, Assist and Mentor SMMEs

(a) SMME Construction Manager for the SMME Subcontractors

The Main Contractor shall employ on a full-time basis a SMME Construction Manager. The CV of the proposed individual must be submitted to the Employer's Agent for approval based on the requirements shown below.

The SMME Construction Manager will manage the SMMEs and report monthly on progress of each SMME to the Project Management Team (PMT)

Such Construction Manager must be adequately experienced with SMME work(s) concern and the development thereof and will be subject to the approval of the Employer. The SMME Construction Manager will render fulltime assistance to and mentor the SMMEs and shall:

- (i) Possess a minimum of five years site-based experience in the civil engineering construction industry and have a sound knowledge of the minimum requirements to carry out construction work effectively and efficiently.
- (ii) Possess 3 years Civil Engineering administrative experience.
- (iii) Be registered with ECSA as at least a professional technician
- (iv) Would preferably hold a mentoring certificate.
- (v) Maintain the program of the subcontract; ensure continuous supervision and assistance to the SMME Subcontractors.

The SMME Construction Manager will report on performance of the SMME on a monthly basis. On completion, the Main Contractor will issue a Final Certificate as given in the SAFCEC Subcontractor Agreement within seven days after the final completion.

3.3 Dispute Resolution Procedures

The Main Contractor shall at all times:

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular SMME concerned, as well as the level of subcontract applicable;
- (b) closely manage and supervise all SMMEs and wherever feasible, shall give reasonable warning to SMMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Main Contractor shall, whenever feasible, give the SMMEs reasonable opportunity to rectify any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.
- (c) If no agreement can be reached between the Main Contractor and the sub-Main Contractor, the matter shall be referred to a mutually acceptable mediator as required in Section 15 of the SAFCEC Subcontractor Agreement.

When taking any actions or imposing any penalties as are provided for in the subcontract, the Main Contractor shall explain fully to the SMMEs that such actions are provided for in the subcontract.

3.4 Quality of Work and Performance of the Sub-Main Contractor

If the Subcontractor, in the opinion of the Main Contractor, fails to comply with the criteria as listed below, the Main Contractor shall issue a written warning to the Subcontractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer's Agent. These criteria include:

- (a) Acceptable standard of works as set out in the specifications in the subcontract tender document.
- (b) Progress in accordance with the time constraints in the Subcontractor's tender document.
- (c) Punctual and full payment of the workforce and suppliers.
- (d) Occupational health and safety compliance.
- (e) Compliance with environmental requirements.

The Subcontractor shall have 14 days from the date of receipt of the warning letter from the Main Contractor to satisfactorily rectify the issues raised by the Main Contractor, with the exception of point (d) and (e), for which the response time shall be 24 hours. If a satisfactory solution cannot be reached after the mediation process this will be sufficient grounds for the Main Contractor to terminate the contract provided the Project Management Team is satisfied that the Main Contractor has made every effort to correct the performance by the Subcontractor.

3.5 Payment of SMMEs

- 3.5.1 SMME Subcontractors are to be invited to submit their payment certification or claim monthly and are to be paid by the Main Contractor within 14 (fourteen) days of receipt of invoice.
- 3.5.2 Payment to SMMEs may not be delayed pending payment of the Main Contractor by the Employer.

- 3.5.3 Payment to SMMEs may not be subjected to set off costs unless provided for in law, and may not exceed 5% of the payment, unless approved by the Employer.
- 3.5.4 Payment to SMMEs may not be discounted for early payment.
- 3.5.5 No interim payment of the SMME invoice may be unfairly withheld or delayed for whatever reason.
- 3.5.6 The Main Contractor must acknowledge and honour cessions in favour of recognised financiers or suppliers of the SMME if presented to the PMT and approved.

3.6 Main Contractor's Liability

No provision or requirement set out in this specification shall be deemed to relieve the Main Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works 2015, the Main Contractor shall be fully liable for the acts, defaults and negligence of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and negligence of the Main Contractor, his agents or employees save as specified in the SAFCEC Subcontractor Agreement.

Any failure or neglect by the Main Contractor to comply with the provision of the specifications, or any omission or neglect by the Main Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Employer's Agent to act in terms of Clause 9.2 of the General Conditions of Contract for Construction Works 2015.

3.7 Performance Guarantee:

The following Performance Guarantees will be applied on the SMME Sub Contracts;

- | | | | |
|-------|------------------------------|-----------------------|-------|
| 3.7.1 | up to R1 000 000 | shall be zero percent | (0%); |
| 3.7.2 | R1, 000, 001 to R4, 000, 000 | shall be five percent | (5%); |
| 3.7.3 | Exceeding R4, 000, 000 | shall be ten percent | (10%) |

All the above will be of the accepted SMME Sub-Contract Value and will be required from SMMEs as stated in the SAFCEC Subcontractor Agreement.

Where such guarantees are provided by SMME, the return of same will be related to the time when the work carried out by the SMME is complete to the satisfaction of the Main Contractor and the Employer's Agent.

3.8 Retention

Five percent (5%) of the Sub Contract Value (excluding VAT) will be deducted as retention on SMME, with half to be released on issue of the Completion Certificate for the specific SMME Sub-Contract with the remaining retention released on issuing of the Final Approval Certificate after the 12 months Defects Liability Period. This deduction will be made from each payment certificate till it reaches the maximum of 5% of the Sub Contract Value.

3.9 Measurements & Payments

An item has been measured in Bill of Quantities allowing the Main Contractor to price for the cost of the Main Contractor to manage and supervise the SMMEs during the execution of their works. The price tendered will be deemed to include all incidentals by the Main Contractor to comply with the conditions of this specification. No other claims will be entertained should SMMEs affect the contract works in any way, and the Main Contractor shall deem to include such effects in the handling cost percentage for the different SMME work packages above.

3.10 Sub-Contracting by SMME

The Main Contractor shall not permit SMME Subcontractors to further subcontract on any other conditions than those applying in the project specification to Subcontractors or SMME Subcontractors.

3.11 Joint Venturing & Consortium

The Main Contractor shall not permit the SMME Subcontractor to enter into a Joint Venture or form a consortium with an external SMME(s) unless PMT approves so before the tender award. The SMME may only

be allowed to enter into Joint Venture or form a consortium with the other invited SMME(s) on the package concerned.

4 PORTFOLIO OF EVIDENCE & UP-GRADE SUPPORT

4.1 Keeping of Records

The Main Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each SMME's progress during the construction period, starting from the award of a subcontract to an SMME until the successful completion of the subcontract work or termination of the subcontract. To this end the Main Contractor shall arrange for the completion, on behalf of the SMME Subcontractor, of the Employer's pro-formas C 1.3.3 Form 1; C1.3.4 Form 2 and C 1.3.5 Form 3 in the Main Contract. The Main Contractor must also keep a register of the details of each SMME engaged.

The Main Contractor shall keep comprehensive records of the training given to each trainee and SMME, at the successful completion of each course; each trainee shall be issued with a certificate indicating the course contents as proof of attendance and completion. The Main Contractor shall keep a register of certificates issued. Whenever required, the Main Contractor shall provide copies of such records to the Employer's Agent.

4.2 Monthly Returns

The Main Contractor's participation performance will be measured monthly in order to monitor the extent to which he is striving to reach the targets in this contract. The Main Contractor shall complete and return on a monthly basis the following pro-forma form of the Employer.

- Report on employment. Forms C 1.3.3 Form 1; C1.3.4 Form 2 and C 1.3.5 Form 3
- Report on the SMME's Plant and Equipment.
- Report on progress against programme.
- Report on financial status.
- Report on Employer's Agent training.
- Report on development training.
- Report on safety training.

The completed forms shall be presented to the Employer's Agent at each site meeting. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the forms have been received.

4.3 Main Contractor's duties upon completion of each subcontract

The Main Contractor shall, on completion of each and every subcontract completed in accordance with the provisions of this specification, issue free of charge to the SMME within 7 days of the completion of the subcontract, a Certificate of Experience on a single A4 page containing the following:

(a) Contract data.

- (i) Contract title;
- (ii) Main Contractor's full name and address;
- (iii) Employer's Agent's name and address;
- (iv) Employer's name.

(b) Subcontract data.

- (i) SMME name and address;
- (ii) Scope or extent of the subcontract works;
- (iii) Value of the subcontract works;
- (iv) Applicable level of the subcontract;
- (v) Duration of the subcontract;
- (vi) Date of completion of the subcontract;
- (vii) Description of the training undergone by the SMME.

In addition the SMME Construction Manager must provide comments of the performance of the SMME Subcontractor in respect of contract execution, Labour management and OHS principles.

- (c) Certifying the SMME's successful completion of the subcontract.

5. MEASUREMENT AND PAYMENT

Item	Unit
-------------	-------------

F10.01 Provision of an SMME Construction Manager	Month
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The tendered rate per month represents full compensation for providing full time SMME Construction Manager; to manage the appointed SMME's as stipulated in Section F.

The tendered rate shall include full compensation for employment of full time SMME Construction Manager in terms of the specifications, overheads, provision of transport and all other equipment and resources necessary to carry out their duties effectively.

The tendered rate will be paid monthly or pro-rata for parts of a month from the date on which the first SMME procurement start or is appointed by the Principal Contractor to the completion of the last SMME works.

F10.02 Expression of Interest for SMME's	Number (No)
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Payment under this item shall be the number of SMME subcontract, expression of interest processes which the Contractor carries out. The tendered rate shall include full compensation for the compilation and issue of expression of interest documents, evaluation of interested bidders and shortlisting prior to tender as stipulated in Section F.

F10.03 Tenders for SMME's	Number (No)
--	--------------------

Payment under this item shall be the number of SMME sub contract, tender processes which the Contractor carries out. The tendered rate shall include full compensation for the compilation and issue of tender documents, tender invitation, training and provision of assistance to tenderers, evaluation of tenders and award of sub contracts.

F10.04 Administration costs of mentoring SMME Subcontractors	Month
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The monthly tendered rate must include for all costs arising from the full time mentoring, guidance and supervision of the SMME Subcontractors, including salary, accommodation, transport and all other expenses incurred.

F10.05 Preliminary and General costs associated with SMME's and fluctuation between the Contractor's tendered rates and the rates of SMME subcontractors	Provisional Sum (Prov Sum)
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The provisional sum makes provision for funds for the fluctuation between the target rates and rates of the emerging contractors. It shall not include any costs of the main contractor, of which handling costs and profit, will be paid under **F10.06**.

**PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF TRANSPORT
TENDER NO. SCMU10-26/27-0018
CONSTRUCTION OF GALI RIVER CROSSING**

THE CONTRACT PART 4 (OF 4) : SITE INFORMATION

PROVINCE OF THE EASTERN CAPE

DEPARTMENT OF TRANSPORT

TENDER NO. SCMU10-26/27-0018

CONSTRUCTION OF GALI RIVER CROSSING

SECTION C4: SITE INFORMATION

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C4.1 MISCELLANEOUS

The works specifications form an integral part of the contract documents and shall be deemed to supplement the Standard Specifications.

In the event of any discrepancy or conflict with any part or parts of the Standard Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence.

The Standard Specifications, which form part of this Contract, have been written to cover all phases of work normally required for road contracts and they may therefore include items not applicable to this particular contract.

C4.2 EMPLOYER'S OBJECTIVES

The Employer's objective is to provide safe passage across the Gali River along DR08592.

Temporary employment opportunities coupled to training for the communities in close proximity of the road is part of this project. Labour-intensive construction methods will be used on those items of the work that are suitable to be executed in this manner.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

C.4.3 OVERVIEW

This Contract is for construction of a Bridge using precast concrete box culverts

In order to ensure the movement of traffic during construction, the following methods will be used:

- Temporary one-way crossing
- Stormwater control during construction.

The work to be carried out under this contract includes the following:

- (a) General
 - (i) Establishment of the Contractor on Site.
 - (ii) Provision of offices for the Employer's Agent as well as buildings for a shared laboratory that will be under the control of the Employer's Agent.
 - (iii) Accommodation of traffic and the construction of temporary widenings, where required.
 - (iv) The opening up and rehabilitation of borrow pits to source road construction materials.

- (v) The maintenance of the existing road and/or deviations until the contract has been handed over to the Employer.
 - (vi) Removal of site establishment.
- (b) Drainage
 - (i) The construction of small pre-cast pipe and box culverts with and insitu concrete base slabs and inlet and outlet structures.
 - (ii) The installation of subsoil drains in cuttings.
 - (iii) The construction of concrete lined side drains and grid inlets in cuttings.
 - (iv) The construction of asphalt berms and down chutes at all guardrail sections, in addition to those indicated on the drawings, unless otherwise agreed.
 - (v) The construction of berms and down chutes at cuts.
 - (vi) The construction of erosion protection measures where required.
- (c) Roadworks
 - (i) Clearing and grubbing.
 - (ii) Removal of topsoil for widening of the road.
 - (iii) Roadbed preparation for widening the road.
 - (iv) The construction of cuts and fills.
 - (v) The construction of selected layers.
 - (vi) The construction of a stabilized subbase layer.
- (d) Material Crushing Operations
 - (i) The contract includes the establishment and re-erection of a two-stage crushing and screening plant to crush intermediate or hard material located in borrow pits, for selected layers and subbase.
 - (ii) Crushed-stone base and all other aggregates required are to be sourced from commercial sources. Some subbase might also be sourced from commercial sources.
- (e) Ancillary Roadworks
 - (i) The installation of new road signs.
 - (ii) The erection of guardrails.
 - (iii) Gabion Protection
 - (iv) Top soiling and grassing of cut and fill slopes.
 - (v) Finishing off the road reserve, spoil areas and borrow pits.
 - (vi) Construction of cut and fill gabion retaining walls.

(f) Labour-intensive Construction

It will be required that as much of the construction work as practically possible and feasible be undertaken by means of labour-intensive construction methods. This work shall be done in accordance with Part E: Labour Specifications of the Works Specification.

(g) SMME Contractor Development Programme

The Employer has ring-fenced approximately 10% of the budget in this project, for construction by SMME subcontractors. This forms part of the Employer's SMME Development Programme, whereby the following will be expected of the Contractor:

- (a) Identification of works opportunities for SMME's.
- (b) Entering into subcontract agreements.
- (c) Manage, supervise, train and mentor SMME's.

The above is merely an overview of the Contract Works and shall in no way limit the work to be carried out by the Contractor.

C4.4 EXTENT OF THE WORKS

C4.4.3 Drainage Works

As shown on the drawings, drainage works will consist of the following:

- (i) Subsoil drains.
- (ii) Unlined open drains.
- (iii) Concrete-lined side drains and grid inlets.
- (iv) Asphalt berms and down-chutes at all guardrail sections, in addition to those indicated on the drawings, unless otherwise agreed.
- (v) Interceptor berms and chutes in cuts.
- (vi) Erosion protection measures.
- (vii) Mitre drains.

C4.4.4 Structures

C4.4.4.1 Bridge

(Refer to drawings)

Borrow pits and quarries shall also be fenced during the construction period. Such fences and gates shall remain in place at the completion of the contract. Any damage caused to these fences and gates during construction shall be repaired and restored to their original condition at completion of the contract to the satisfaction of the Employer's Agent.

- (i) Erection of new road signs.

New road signs are to be installed in accordance with the drawings.

- (ii) Finishing, Landscaping and Grassing

All cut and fill slopes and all borrow pits and quarries shall be topsoiled and grassed using an approved seed mix after they have been properly shaped / finished to the satisfaction of the Employer's Agent.

C4.4.6 Temporary Works

The Contractor is responsible for the design of all temporary works including accommodation of traffic, support, and formwork. He shall supply full working plans supported by a professional Employer's Agent's design certificate.

C4.5 ACCOMMODATION OF TRAFFIC

For this contract, traffic will be accommodated by means of half-width construction with stop / go controls used as may be required.

Where half-width construction is to be used the temporary widening of the existing road may be required in order to provide sufficient width (a minimum of 3.2 m) to accommodate single lane traffic while the first half-width of the new carriageway is constructed.

Road closure sections with stop / go controls will be limited to three (3) sections of a maximum length of 4,5km each, or at the discretion of the Employer's Agent. An additional closure is allowed at the proposed geotechnical works at km 29.000. The location of traffic control devices shall be such that adequate stopping sight distances are attained. Steep grades and sharp curves are to be avoided for their approach and location.

C4.6 MAINTENANCE OF EXISTING ROAD

The requirements of Clauses 1511 and 1512 shall apply to all existing gravel roads, temporary gravel roads, existing surfaced roads and newly surfaced roads used as temporary deviations on this contract.

The Contractor shall be responsible for all routine maintenance operations along the entire length of road reserve, from the date of handing over of the site until the date of issue of the certificate of completion of the works. The maintenance of the existing gravel road is to be carried out using labour intensive methods for as many required activities as practical and as agreed by the Employer's Agent.

Once the certificate of completion of the works has been issued the responsibility for normal maintenance of the road (e.g. collection of litter, clearing of drains, repair of road signs damaged by the public, etc.) shall revert back to the Employer.

C4.7 SERVICES

The affected services are indicated on the drawings provided in Volume 4.

Eskom and Telkom will be responsible for the relocation of their services as may be required while the Contractor shall be responsible for the relocation and / or protection of all other services.

C4.8 DRAWINGS

The reduced drawings that form part of the tender document shall be used for tender purposes only.

The Contractor will be supplied with three (3) paper copies of each of the drawings. These paper copies are issued free of charge and the Contractor shall only be provided additional copies on request and for his account.

Any information in the possession of the contractor, which the Employer's Agent Representative requires for completing his record drawings, shall be supplied to the Employer's Agent Representative before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer's Agent. The Employer's Agent will supply all figured dimensions omitted from the drawings.

The levels given on drainage/structural drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Employer's Agent for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Employer's Agent of any discrepancies.

C4.9 POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will 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 must liaise with the regional offices of Telkom, Eskom and Chris Hani DM (water) to confirm the position of all above and underground services, before commencing with the works.

Note should be taken of any Eskom restrictions on the supply of electricity as no claims in respect of power outages will apply.

C4.10 CONSTRUCTION IN RESTRICTED AREAS

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

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

C4.11 CONTRACTOR'S CAMP SITE

The Contractor will make his own arrangements regarding the location of his campsite, housing for site staff and facilities for the Employer's Agent. The Contractor will have to liaise with the local council and/or the local community to find a suitable site. The chosen site shall also be subject to the approval of the Employer's Agent and the Environmental Control Officer (ECO).

Prior to the establishment of the construction site, the Contractor shall produce a plan showing the positions of all buildings, yards, vehicle wash areas, fuel storage areas and other infrastructure. This plan shall be subject to the approval of the Employer's Agent and the ECO.

At the end of the contract, the site shall be restored as closely as possible to its natural state. The camp area shall be top soiled and grassed.

C4.12 SECURITY

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the Employer. The Contractor will also be responsible for the security of the areas around the Employer's Agent's offices and the laboratories.

C4.13 PROCESS AND ACCEPTANCE CONTROL

A combined laboratory will be established on site and will perform all the process control and acceptance control testing on this Contract.

The Employer shall not pay claims for delays to the works resulting from the awaiting of test results. Testing in the combined laboratory will be affected as promptly as is reasonable but it is in the Contractor's own interest to submit material samples, concrete cubes or other components for testing in good time to assist in avoiding or reducing delays.

The procedure for requests for testing, frequency of tests, testing and reporting of results will be finalised by the Employer's Agent on site in collaboration with the Contractor. The combined laboratory will be under the control of the Employer's Agent.

The Contractor shall be responsible for certain costs with regard to the establishment and running of the combined laboratory (refer to Clause B1205 of these Project Specifications).

C4.14 ENVIRONMENTAL MANAGEMENT

The Contractor will be responsible for managing the Environmental Management Plan (EMP) as included in Volume 7. Apart from the aforementioned, the Contractor shall also adhere to an Environmental Management Plan applicable to the use of material from borrow pits, which is included in Volume 7. The EMP's are legally binding and shall be adhered to at all times.

The Contractor shall take the utmost care to minimize the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in the EMP's. The Contractor will be required to submit a Method Statements to the Environmental Control Officer (ECO) detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials. Where in the opinion of the Employer's Agent, the Contractor has not adhered to these requirements, the Contractor shall rectify the damage at his cost and to the satisfaction of the Employer's Agent.

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and in addition to normal good construction practice expected of the Contractor, the following requirements shall also be observed:

- (a) The Contractor shall comply with the requirements of the Environmental Management Specification contained in Section C.
- (b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Employer's Agent and the local communities.
- (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 Employer's Agent.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.

- (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 shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.
- (f) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.
- (g) Provision shall be made to prevent 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, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Employer's Agent.
- (h) Invader species of plants shall be controlled.
- (i) Dust and noise pollution shall be restricted to acceptable levels

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

C4.15 PROJECT LIAISON COMMITTEE (PLC)

A Project Liaison Committee (PLC) will be established to manage this project in accordance with the provisions of Part E: Labour Specifications. The Contractor shall have one senior member of his staff as representative on the PLC without any voting powers.

C4.16 COMMUNITY LIAISON OFFICER (CLO)

It will be required from the Contractor to employ a Community Liaison Officer (CLO) during the execution of the Works as specified in Part E: Labour Specification of this Works Specification.

C4.17 PROMOTING SMALL, MEDIUM AND MICRO ENTERPRISES

It is required that as much of the construction work as possible be undertaken by Small, Medium and Micro Enterprises (SMME's) qualifying as Affirmable Business Enterprises (ABE's). For this purpose SMME's shall be employed wherever possible and accountable for a minimum of 10 % of the award value excluding Contingencies, Provisional Sums, CPA and VAT.

C4.18 LABOUR INTENSIVE CONSTRUCTION METHODS

C4.18.1 General

It is a requirement of this contract that certain activities shall be constructed by means of labour-intensive construction methods.

It is therefore required that as much of the construction works as practically possible and feasible be undertaken by labour-intensive construction methods in accordance with the provisions of Part E: Labour Specification of the Works Specification.

C4.18.2 Targeted Labour

The targeted labour for the purpose of this project will be South African citizens who permanently reside within a direct distance of approximately 5 km from the road centre line. In the recruitment of local labour preference shall be given to persons residing closest to the road.

The Contractor shall therefore employ labourers, artisans and subcontractors for the execution and completion of the Works from the local communities within the above target area in accordance with the provisions of Part E: Labour Specifications.

C4.18.3 Local Labour Goal

The minimum local labour goal for this contract, as defined in Part E shall be 10% of the award value excluding Contingencies, Provisional Sums, CPA and VAT.

Failure to comply to this minimum local labour goal will result in the payment of a penalty in accordance with subclause E1.4.5 in Part E of this Works Specification.

If required, after consultation with the community, rotation of labour may be necessary. This will take place on a 4 to 6 month basis and will be limited to general labourers. Additional costs incurred to provide protective clothing for newly rotated workers will be paid in the Schedule of Quantities. All other costs incurred due to labour rotation will be deemed to be allowed for in the tendered rates and no additional payments will be made.

The Contractor and his subcontractors shall ensure that they enter into a Contract of Employment with each employee engaged on this contract. A copy of the Contract of Employment completed for each employee engaged shall be given to the Employer's Agent prior to their commencing work on this Contract.

Skilled workers and competent subcontractors may only be recruited elsewhere if not available locally. SMME's will also be required to carry out work by labour-intensive construction.

The portions of the Works listed in clause C4.18.4 below and those marked by LI in the Bill of Quantities shall, unless otherwise instructed by the Employer's Agent, be constructed under this Contract using labour-intensive construction methods only.

In respect of those portions of the Works which are not listed in clause C4.18.4 and marked as LI in the Bill of Quantities, the construction methods adopted and plant used shall be at the discretion of the Contractor, provided that the construction methods adopted and plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

C4.18.4 Activities to be executed by means of Labour-intensive Construction methods

At least the activities in the table below shall be executed by hand (labour-intensive construction methods).

ITEM NO	DESCRIPTION	ACTIVITY
ROADWORKS		
1500	Accommodation of traffic	(i) Erection and relocation / moving of traffic control facilities. (ii) Operating of Stop/Go facilities. (iii) Operation of traffic signals. (iv) Excavation, laying and backfilling of temporary culverts.
1700	Clearing and grubbing	(i) Felling of trees.
2100	Drains	(i) Excavation for open drains up to 1.5m deep. (ii) Excavation for subsoil drainage systems up to 1.5m deep. (iii) Installation of subsoil drainage systems complete including backfilling. (iv) Outlet structures for subsoil drainage.
2200	Culverts	(i) Light Excavation (ii) Formwork. (iii) Steel reinforcement. (iv) Backfilling and compaction (with small equipment) (v) Erection of guardrails. (vi) Excavation to determine position of existing services. (vii) Filling of joints.
2300	Concrete kerbing, concrete channelling, chutes and downpipes and concrete linings for open drains.	(i) Laying of concrete kerbs / kerbs and channel combination including excavation and backfilling complete. (ii) Excavation and backfilling for chutes / downpipes. (iii) Concrete chutes including inlet and outlet structures (formwork and placing of concrete). (iv) Installation of chutes / downpipes including inlet and outlet structures. (v) Trimming of excavations for concrete-lined open drains. (vi) Concrete lining for open drains including placing concrete, formwork etc.
3300	Mass earthworks	(i) Finishing of cut and fill slopes.
3500	Stabilization	(i) Spreading stabilizer by hand.
5100	Pitching, stonework and protection against erosion.	(i) Excavation, trimming and packing of stones for all types of stone pitching.
5200	Gabions	(i) Foundation trench excavation and backfilling in soft material. (ii) Surface preparation for bedding the gabions in soft material. (iii) Packing stones in gabion boxes and mattresses. (iv) Placing of filter fabric for gabions.
5400	Guardrails	(i) Excavation, erection and backfilling of guardrail posts. (ii) Installation of guardrails.

ITEM NO	DESCRIPTION	ACTIVITY
5600	Road signs	(i) Excavation and backfilling for road sign supports. (ii) Erection of supports and road signs. (iii) Excavation, erection and backfilling of danger plates at culvert structures.
5800	Landscaping and grassing	(i) Trimming. (ii) Scarifying for loosening topsoil. (iii) Removal of undesirable vegetation. (iv) Hand sowing.

The activities listed in the above table are compulsory activities and shall be done by hand. The Contractor may identify further activities to increase the labour component of the contract.

C4.19 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOYMENT OF THE CONTRACTOR

- (a) The Contractor shall limit the use of his permanently employed personnel to that of key personnel only (as defined in Section E of PART C3 of the Works Specifications) and shall, subject to the further provisions of Section E of the Works Specification execute and complete the works using a temporary workforce working directly for the Contractor and/or for subcontractors.
- (b) The Employer's Agent may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant authorize in writing that the Contractor may use workers not being his key personnel but who are in his permanent employ in the execution of the Works. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Employer's Agent to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:
 - (i) The unavailability of sufficient numbers of temporary workers and/or subcontractors to execute the Works, provided always that the Contractor has proved that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and subcontractors and has exhausted all reasonable recruitment options;
 - (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, or sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time of completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract; and
 - (iii) Any other circumstances which the Employer's Agent may deem as constituting a warrant.

C4.20 TRAINING

Training of labourers employed locally shall be done strictly in accordance with the provisions of Part E of the Works Specifications.

C4.21 SAFETY

Refer to Section B clause B1230 in the Work Specifications as well as the OHS specification in respect of the safety requirements for this contract.

C4.22 AREAS AVAILABLE FOR TEMPORARY STOCKPILES

The areas within the road reserve but outside the road prism are available as temporary stockpile sites. The Contractor may under his own initiative, identify additional sites, but no additional sites will be permitted unless approved under the Environmental Management Plan and by the Employer's Agent.

C4.23 DUMP OR SPOIL SITES

The Contractor shall arrange his own dump or spoil sites and shall ensure that he conforms to all relevant legislation and regulations which terms of compliance should be for the Contractor's cost. The site must be approved under the Environmental Management Plan and by the Employer's Agent. All dumping costs will be borne by the Contractor.

The Environmental Management Plan may designate areas of erosion and old quarries in the proximity of the works as dump or spoil sites.

C4.25 FAUNA AND FLORA

Indigenous fauna is limited to invertebrates (insects) and avifauna (birds). Domestic livestock that dominate the current fauna of the region includes pigs, donkeys, goats, cattle, sheep, dogs, ducks, geese and chickens.

The Contractor shall cause no damage to fauna and flora. If, in the opinion of the Employer's Agent, this happens, the Employer's Agent is entitled to initiate prosecution by the relevant authorities.