



AMAKHUDUTHAMAGA LOCAL MUNICIPALITY

CIDB Class Grading 7CE or Higher

CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20

FOR

MAINTENANCE OF ROADS AND STORM WATER FOR THE PERIOD OF 3 YEARS.

PROCUREMENT DOCUMENT:

SEPTEMBER 2024

NAME OF TENDERER:

TENDER SUM:

ISSUED BY:

**Municipal Manager
Makhuduthamaga Municipality
Private Bag X434
Jane Furse
1085**



**Tel: (013) 265 8600
Fax: (013) 265 1975**

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T. THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS



T.2

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PART T1: TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER	T.3
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T.3

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BID NOTICE AND INVITATION TO BID

Bidders are invited to bid for the following projects:

Project Number	Project Description.	Briefing Date & Venue	Closing Date.	CIDB Grade
LIM473/REPAIR-MAINT R&S/24/25/20	Maintenance of roads and stormwater and associated works for a period of three (3) Years	26/09/2024 10:00 am at Municipal Chamber	31/10/2024 @12H00	7 CE or Higher

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.

Bid documents will be obtainable from Makhuduthamaga Local Municipal offices from **26 September 2024 (Mon-Fri from 08:00-16:30)** from the cashiers; at a non-refundable deposit **R560.00** for each payable in cash or bank guaranteed cheque. Bid documents can also be downloaded from online service (www.etender.gov.za) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and revised procurement regulation with effect 16 January 2023 on 100 points for functionality and 90/10 points system where 90 points are for the price and 10 points for municipal specific goals. Details of specific goals and functionality are in the bid document. Bid will remain valid for 90 (Ninety) days.

The lowest and any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not fully completed. Bidders are required to initial each page of the tender document and sign where necessary.

For enquiries contact:
Supply Chain Unit : Mr Mothapo KJ - 013 265 8607
Infrastructure Services : Mr Lubisi NB - 013 265 8651

Mr Moganedi RM : MUNICIPAL MANAGER, PRIVATE BAG X 434, JANE FURSE, 1085



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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

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

Sub-clause	Data
F.1.1	The employer is the Makhuduthamaga Local Municipality .
F.1.2	The Project Document issued by the employer consists of the following: THE TENDER Part T1: Tendering procedures: T1.1 Tender notice and invitation to bid T1.2 Tender Data T1.3 Standard Conditions of Tender Part T2: Returnable documents T2.1 Returnable Schedules required for Tender Evaluation T2.2 MBD Forms Checklist T2.3 Other Documents required for Tender Evaluation T2.4 Returnable Schedules that will be incorporated into the Contract THE CONTRACT Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Agreement in Terms of the Occupational Health & Safety Act C1.3 Guarantee C1.4 Contract Data C1.5 Form Agreement in Terms of the Mine Health and Safety Act C1.6 Appointment in Terms of Section 4 of the Mine Health and Safety Act C1.7 Mine Health and Safety Act No 29 C1.8 Agreement in Terms of Section 4 of the Mine Health and Safety Act Part C2: Pricing Data C2.1 Pricing instructions C2.2 Bills of quantities C2.3 Summary of Bills of Quantities C2.4 Calculation of Tender Sum

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Sub-clause	Data
	Part C3: Scope of work C3.1 Description of Works C3.2 Employer's Agenting C3.3 Procurement C3.4 Construction C4.5 Management of the works Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part C5: Annexures C5.1 : Pro-forma Documents C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) C5.3 : Contract Drawings C5.4 : Occupational Health and Safety Policy
F.1.4	The employer is: Makhuduthamaga Local Municipality Address: Private Bag x 434 Jane Furse 1085 Tel: (013) 265 8737 Fax: (013) 265 1975 E-mail: senongqp@makhuduthamaga.gov.za
F.2.1	Only those tenderers who are registered with the required CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE OR HIGHER class of construction work. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the required CIDB - the lead partner has a contractor grading designation in the CE class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE OR HIGHER class of construction work are eligible to submit tenders. Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.

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Sub-clause	Data
	The tenderers must submit to the Employer, 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 eligibility requirements.
F.2.7	Compulsory briefing session will be held on the 26th September 2024 at Municipal Chamber @ 10h00.
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: In the entrance foyer (ground floor) of Makhuduthamaga Municipality, Groblersdal Road, JANE FURSE, next to the Jane Furse Plaza. Identification details: " LIM473/REPAIR-MAINT R&S/24/25/20 FOR MAINTENANCE OF ROADS AND STORM WATER.
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of Tender offers is: 31 October 2024 @ 12h00
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.

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Sub-clause	Data
F.2.16	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	Tax Clearance will be confirmed with SARS before award (Done through CSD) -either a Certificate of Contractor Registration issued by the Construction Industry Development Board OR a copy of the application form for registration in terms of the Construction Industry Development Board Act -a valid Letter of Good Standing issued by the Compensation Commissioner or the tenderer's Compensation Insurer, in respect of the COID Act. -The tenderer must submit to the Employer, 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.
F.3.4	Tenders will be opened in public on the 31 October 2024 @ 12h00. The time and location for opening of tender offers: Time: 12h00 Location: In the entrance foyer (ground floor) of Makhuduthamaga Local M Groblersdal Road, JANE FURSE, next to the Jane Furse Plaza.
F.3.11	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference) The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 100% N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula $A = (1 - (P - P_m))$ P_m and $W_1 = (1/90)$ where the financial value inclusive of VAT of all more responsive tender received have a value more than R 50 000 000 as guided by PPPFA 2000 preferential procurement regulations 2017. N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule

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Sub-clause	Data
	N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.
F3.13.1	Tender offers will only be accepted on condition that: a) a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.18	The number of paper copies of signed contract to be provided by the Employer is one

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Sub-clause	Data						
	Labour Content: The minimum Labour content for this project shall be 10% OF THE WORKS. Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor's own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.						
F.3.11	Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette 2993 dated 01 December 2017. SUPPLY CHAIN MANAGEMENT EVALUATION PROCESS AND CRITERIA The following evaluation process and criteria will be used to evaluate all bids submitted: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">1. Administrative Compliance – Phase One</th></tr> <tr> <td style="width: 10%;">1.1</td><td>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</td></tr> <tr> <td>1.2</td><td> Critical Criteria: The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation: - Original bid document - Fully complete and initial all the pages of the tender document - Company profile - Proof of company registration - JV agreement submitted (Where applicable) - CSD registration documents or provide MAAA number for CSD verification, In the case of a joint venture/consortium, CSD registration documents or provide MAAA number for CSD verification of each entity constituting the joint venture/consortium, must be submitted with the bid document; - SARS or TCS PIN Number, In the case of a joint venture/consortium, the TCS Pin number of each entity constituting the joint </td></tr> </table>	1. Administrative Compliance – Phase One		1.1	All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.	1.2	Critical Criteria: The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation: - Original bid document - Fully complete and initial all the pages of the tender document - Company profile - Proof of company registration - JV agreement submitted (Where applicable) - CSD registration documents or provide MAAA number for CSD verification, In the case of a joint venture/consortium, CSD registration documents or provide MAAA number for CSD verification of each entity constituting the joint venture/consortium, must be submitted with the bid document; - SARS or TCS PIN Number, In the case of a joint venture/consortium, the TCS Pin number of each entity constituting the joint
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Sub-clause	Data
	venture/consortium, must be submitted with the bid document; • Certified ID copies of directors/shareholders/members to be attached • Valid letter of good standing (Compensation for Occupational Injuries and Disease Act (COIDA) from Department of Labour OR any company accredited by Department of Labour (to be verified) • Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors) or a recent affidavit from SAPS must be attached in case of bidders who are not paying rates and taxes e.g. in a rural areas • Relevant required CIDB Grading (in case of Joint Venture both individuals and combined CIDB must be attached) • Proposed amendment and qualifications covering letter (if applicable) • Addendum , if issued • If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements – (aa) for the past three years; or (bb) since their establishment if established during the past three years; then the bidder should provide those financial statements. (ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; (iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic • Bill of quantities to be filled in black ink • Initial all alterations in the BoQ

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	• NB: All copies must be certified, the certification must not be older than 3 months of the closing date.																								
	2. Functionality – Phase Two																								
	The bidders who complied administratively are considered for further evaluation on ability to execute the project. The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation. FUNCTIONALITY <table><tr><th>Item</th><th>Criterion</th><th>Weighting</th></tr><tr><td>A</td><td>Company relevant experience</td><td>20</td></tr><tr><td>B</td><td>The value of relevant projects completed. Score will be based on the successfully executed and completed roads & storm water projects over the last five years of which details are provided on Form T2.1 E</td><td>30</td></tr><tr><td>C</td><td>Plant and Equipment necessary for construction</td><td>10</td></tr><tr><td>D</td><td>Relevant Experience of the Site Agent/Key Personnel to roads & storm water projects</td><td>15</td></tr><tr><td>E</td><td>Specific Knowledge</td><td>15</td></tr><tr><td>F</td><td>Financial Status</td><td>10</td></tr><tr><td></td><td>TOTAL</td><td>100</td></tr></table>	Item	Criterion	Weighting	A	Company relevant experience	20	B	The value of relevant projects completed. Score will be based on the successfully executed and completed roads & storm water projects over the last five years of which details are provided on Form T2.1 E	30	C	Plant and Equipment necessary for construction	10	D	Relevant Experience of the Site Agent/Key Personnel to roads & storm water projects	15	E	Specific Knowledge	15	F	Financial Status	10		TOTAL	100
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	TOTAL	100																							
	NB! The minimum cut off points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation. Tenderers to submit required information as stated below. Non-submission will result in loss of points. Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 70 points will then be evaluated in terms 90/10 preference point system.																								

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	A. Company relevant Company Experience <table><tr><th>No</th><th>Target Goals</th><th>Maximum Points 20</th><th>Points Claimed</th></tr><tr><td colspan="4">The <u>highest 3 project</u> will be evaluated</td></tr><tr><td>1</td><td>Tenderer score zero points where information is not provided</td><td>0</td><td></td></tr><tr><td>2</td><td>Tenderer scores 15 points where information regarding the company's relevant experience is provided</td><td>15</td><td></td></tr><tr><td>3</td><td>Tenderer scores 20 points where information regarding the company's relevant experience is indicated, copies of completion certificates. All relevant projects has full lists with appointment letters.</td><td>20</td><td></td></tr></table> Note: - Criteria No 2 above: Company relevant experience with minimum three appointments. Each appointment more than R10 million. - Criteria No 3 above: Company relevant experience with minimum three appointments. Each appointment more than R20 million. B. Value Of Relevant Projects Completed (specifically roads & storm water projects) <table><tr><th>No</th><th>Target Goals</th><th>Maximum Points 30</th><th>Points Claimed</th></tr><tr><td colspan="4">The <u>highest 3 project</u> will be evaluated</td></tr><tr><td>1</td><td>Tenderer score zero points where information is not provided</td><td>0</td><td></td></tr><tr><td>2</td><td>Tenderer scores 5 points per project where the value of a completed project/s is/are more > R10 000 000 < R20 000 000 and appointment letter as well as well as completion certificates are attached.</td><td>15</td><td></td></tr><tr><td>3</td><td>Tenderer scores 8 points per project where the value of a completed project/s is/are more > R20 000 000 < R30 000 000 and appointment letter as well as well as completion certificates are attached.</td><td>24</td><td></td></tr><tr><td>4</td><td>Tenderer scores 10 points per project where the value of a completed project/s is/are more > R50 000 000 and above and appointment letter as well as well as completion certificates are attached.</td><td>30</td><td></td></tr></table>	No	Target Goals	Maximum Points 20	Points Claimed	The <u>highest 3 project</u> will be evaluated				1	Tenderer score zero points where information is not provided	0		2	Tenderer scores 15 points where information regarding the company's relevant experience is provided	15		3	Tenderer scores 20 points where information regarding the company's relevant experience is indicated, copies of completion certificates. All relevant projects has full lists with appointment letters.	20		No	Target Goals	Maximum Points 30	Points Claimed	The <u>highest 3 project</u> will be evaluated				1	Tenderer score zero points where information is not provided	0		2	Tenderer scores 5 points per project where the value of a completed project/s is/are more > R10 000 000 < R20 000 000 and appointment letter as well as well as completion certificates are attached.	15		3	Tenderer scores 8 points per project where the value of a completed project/s is/are more > R20 000 000 < R30 000 000 and appointment letter as well as well as completion certificates are attached.	24		4	Tenderer scores 10 points per project where the value of a completed project/s is/are more > R50 000 000 and above and appointment letter as well as well as completion certificates are attached.	30	
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Sub-clause	Data																																														
	Note: Referees provided, to be contactable to confirm the value and the completion certificates provided. All copies must be certified, the certification must not be older than 3 months of the closing date. C. Plant and Equipment necessary for construction <table><tr><th>No</th><th>Target Goals</th><th>Maximum Points 10</th><th>Points Claimed</th></tr><tr><td>1</td><td>Respondent score zero points where no plant and or equipment ownership or arrangement to hire is indicated</td><td>0</td><td></td></tr><tr><td>2</td><td>Respondent scorer 5 points where the total minimum plant required a letter of intent from an acceptable plant/machinery hire confirming the intent to make the plant available.</td><td>5</td><td></td></tr><tr><td>3</td><td>Respondent scorer 10 points where the total minimum plant/machinery required is indicated with proof of ownership.</td><td>10</td><td></td></tr></table> Note: points will be allocated as described below. <table><tr><th>Required Plant</th><th>Allocated Points</th><th>Points Claimed</th></tr><tr><td>TLB X (1 in number)</td><td>1</td><td></td></tr><tr><td>Grader X (1 in number)</td><td>1</td><td></td></tr><tr><td>Excavator X (1 in number)</td><td>1</td><td></td></tr><tr><td>Tipper Truck X (2 in number)</td><td>1</td><td></td></tr><tr><td>Roller X (1 in number)</td><td>1</td><td></td></tr><tr><td>Water tanker X (1 in number)</td><td>1</td><td></td></tr><tr><td>LDVs X (1 in number)</td><td>1</td><td></td></tr><tr><td>Pad foot (1 in number)</td><td>1</td><td></td></tr><tr><td>Pneumatic Roller (1 in number)</td><td>1</td><td></td></tr></table>	No	Target Goals	Maximum Points 10	Points Claimed	1	Respondent score zero points where no plant and or equipment ownership or arrangement to hire is indicated	0		2	Respondent scorer 5 points where the total minimum plant required a letter of intent from an acceptable plant/machinery hire confirming the intent to make the plant available.	5		3	Respondent scorer 10 points where the total minimum plant/machinery required is indicated with proof of ownership.	10		Required Plant	Allocated Points	Points Claimed	TLB X (1 in number)	1		Grader X (1 in number)	1		Excavator X (1 in number)	1		Tipper Truck X (2 in number)	1		Roller X (1 in number)	1		Water tanker X (1 in number)	1		LDVs X (1 in number)	1		Pad foot (1 in number)	1		Pneumatic Roller (1 in number)	1	
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Sub-clause	Data																																										
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	Total Points	10																																									
Note: Tenderer to submit proof of ownership with certification not older than three months. In the case of hiring, a letter of intent from an acceptable plant/machinery hire must be submitted confirming the intent to make the plant available																																											
D. Experience of Site Agent/Key Personnel (15 points) <table border="1"> <thead> <tr> <th>No</th> <th>Targeted Goal (CVs Compulsory)</th> <th>Tendered Goal</th> <th>Points Claimed</th> </tr> </thead> <tbody> <tr> <td colspan="4">Relevant projects that include roads, stormwater and labour intensive construction</td> </tr> <tr> <td>1</td> <td>Site Agent/Key Staff experience with 0 – 5 years</td> <td>5</td> <td></td> </tr> <tr> <td>2</td> <td>Site Agent/Key Staff experience with 6 – 10 years</td> <td>10</td> <td></td> </tr> <tr> <td>3</td> <td>Site Agent/Key Staff experience with 11+ years</td> <td>15</td> <td></td> </tr> <tr> <td></td> <td>Total points: Experience of Key Personnel</td> <td>15</td> <td></td> </tr> </tbody> </table> N.B: Tenderers to submit curriculum vitae, including project values, with contactable references and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated. E. Specific Knowledge (15 points) <table border="1"> <thead> <tr> <th>No</th> <th>Targeted Goal</th> <th>Tendered Goal</th> <th>Allocated points by Municipality</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Site Agent trained in Labour intensive construction methods at least NQF level 2</td> <td>10</td> <td></td> </tr> <tr> <td>2</td> <td>Site Agent trained in Labour intensive construction methods at least NQF level 5</td> <td>15</td> <td></td> </tr> <tr> <td></td> <td>Total Points: Specific Knowledge</td> <td>15</td> <td></td> </tr> </tbody> </table> N.B: Tenderers to submit curriculum vitae and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated. F. Financial status Ability of the tenderer to finance working capital requirements before the first claim is paid by the Client. Score will be based on the Bank Rating of the tenderer which will be obtained from the tenderer's banker using details as provided on Form T2.2 B.				No	Targeted Goal (CVs Compulsory)	Tendered Goal	Points Claimed	Relevant projects that include roads, stormwater and labour intensive construction				1	Site Agent/Key Staff experience with 0 – 5 years	5		2	Site Agent/Key Staff experience with 6 – 10 years	10		3	Site Agent/Key Staff experience with 11+ years	15			Total points: Experience of Key Personnel	15		No	Targeted Goal	Tendered Goal	Allocated points by Municipality	1	Site Agent trained in Labour intensive construction methods at least NQF level 2	10		2	Site Agent trained in Labour intensive construction methods at least NQF level 5	15			Total Points: Specific Knowledge	15	
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Sub-clause	Data		
	Bank Rating	Points	Points Claimed
	Bank Rating = F to G	0	
	Bank Rating = E	2	
	Bank Rating = D	4	
	Bank Rating = C	6	
	Bank Rating = B	8	
	Bank Rating = A	10	
	Minimum Required Score for functionality is: <u>70 points</u> Note: A bidder/s that scores less than 70 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified. Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury. Final Proposal will be evaluated on the basis of the new 90/10 point system		
	Price Assessment		90 Points
	TOTAL		90
	Preferential Elements		10 Points
	Designated Group		Specific Goals
	Black People		2
	Youth		2
	Woman-ownership of more than 50%		1
	Small, medium and Micro Enterprises(SMMEs)		2
	People with disability		1

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Sub-clause	Data		
	<table border="1"> <tr> <td>Local-within Makhuduthamaga local Municipal jurisdiction</td><td>2</td></tr> </table> A maximum of 10 points may be awarded to a tender for the specific goals specific tender. Only the tender with the highest number of points scored may be selected. Award of contract to bids not scoring the highest number of points (a) subject to section 2(1)(f) of the act, the contract must be awarded to the tenderer the highest total number of points in terms of the 90/10 preference point system. (b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for a decision must be approved and recorded for audit purposes and must be defensible in court of law. Evaluation of bids that scored equal points. (a) In the event that two or more bids have scored equal total points, the successful bidder shall be the one that scored the highest points for specific goals (c) In the event that two or more bids are equal in all respects, the award must be determined by the drawing of lots.	Local-within Makhuduthamaga local Municipal jurisdiction	2
Local-within Makhuduthamaga local Municipal jurisdiction	2		
Local Municipality Special No.1	SMME's: It is encouraged that participation in the contract to a minimum of 10% of the contract value be granted to local SMME companies. Local is defined as "having their head office within the Makhuduthamaga Local Municipality boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred.		
Local Municipality Special No.2	Local Labour Content: The minimum target for expenditure on wages of Local Labour for this project shall be 10% of the Tender Sum.		

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T1.3: Standard Conditions of Tender

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 and as published in Government Gazette No 33239 of 28 May 2010 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled "Annex F" is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers reissue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

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F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or email will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely

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and in the form required, may be regarded by the employer as nonresponsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as nonresponsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

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

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

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F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Were stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and

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- c) is responsive to the other requirements of the tender documents.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the nonconforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

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F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NP$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

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$TEV = NFO + NQ$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$TEV = NFO + NP + NQ$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$NFO = W1 \times A$

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where: NFO is the number of tender evaluation points awarded for the financial offer.
W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;
MS is the maximum possible score for quality in respect of a submission; and
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial

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capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

END OF SECTION

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PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

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T2.2	MBD FORMS CHECKLIST	T.63
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T2.1 RETURNABLE DOCUMENTS FOR TENDER EVALUATION

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T2.1 L	CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY)	T.48
T2.1 M	CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION).....	T.50
T2.1 N	CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP)	T.51
T2.1 O	CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS / SHAREHOLDERS)	T.52
T2.1 P	JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE) ...	T.54
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T2.1 U	CERTIFIED COPIES OF CURRICULUM VITAE OF ALL SUPERVISORY AND SAFETY PERSONNEL	T.60

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T2.1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20....,Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman
2.....
Date

B. Certificate of partnership

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

hereby authorise Mr/Mrs.....,acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

The Joint Venture agreement must be submitted with this document and must clearly state the percentage partnership, payment procedures and VAT payment percentages between the two parties.

Failure to affix the Joint Venture agreement as prescribed to this page shall result in this tender not being further considered for the award of the contract.

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

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1.....
Signature: Sole owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....
(address)

.....
was represented by the person(s) named below at the compulsory meeting held for all tenderers at(location) on.....(date), starting at.....

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

Particulars of person(s) attending the meeting:

Name

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ Employer's Agent, namely:

Name.....

Signature.....

Capacity.....

Date & Time.....

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T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

	Name and address of proposed Subcontractor	Company Registration Number& CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

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T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted. If found at any stage that the information is false and incorrect, the tender will not be further considered for the award of the contract.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....

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T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed..... Date

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

Tenderer.....

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T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed..... Date

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

Tenderer.....

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T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY
CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20
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T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Item 13.01 The contractor's general obligations:

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

Shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):
.....% (insert percentage).

SIGNED ON BEHALF OF TENDERER:

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shar eholders/Part ner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy (Copies) of ID document(s) and proof of payment not older than 3 months

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 J AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____(Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Makhuduthamaga Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20 _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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**T2.1 K VALID TAX CLEARANCE CERTIFICATE (in terms of the Preferential
PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE,
NO 34350, DATED 8 JUNE 2011) AND SARS PIN**

*Attach Tax Certificate
and SARS pin*

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 L CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY)

ATTACH CERTIFICATE



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T2.1 M CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION)

Attach Certificate

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T2.1 N CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP)

Attach Certified



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MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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FOR MAINTENANCE OF ROADS AND STORM WATER.

T2.1 O CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS / SHAREHOLDERS)



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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ATTACH CERTIFICATE

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T2.1 P JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE)

ATTACH CERTIFICATE

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 Q CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

Attach Certificate



T.56

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**T2.1 R ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID
LEASE AGREEMENT (IF RENTING) OF THE COMPANY**

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Attach Certificate

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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**T2.1 S ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID
LEASE AGREEMENT (IF RENTING) OF THE DIRECTORS / SHAREHOLDERS**

ATTACH CERTIFICATE

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 T ORIGINAL BANK RATING CERTIFICATE

Attach Certificate

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
CONTRACT NO: CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20
FOR MAINTENANCE OF ROADS AND STORM WATER.

T2.1 U CERTIFIED COPIES OF CURRICULUM VITAE OF ALL SUPERVISORY AND SAFETY PERSONNEL

ATTACH CERTIFICATE

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.1 V PRO-FORMA CERTIFICATE OF INSURANCE COVER

Attach Certificate



T.62

MAKHUDUTHAMAGA LOCAL MUNICIPALITY

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PART T2.2: MBD FORMS CHECKLIST



MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.2 MBD FORMS CHECKLIST

- | | |
|--------------------------|---|
| ☐ | MBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING |
| ☐ | MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS |
| ☐ | MBD 3.1: PRICING SCHEDULE – FIRM PRICES |
| ☐ | MBD 4: DECLARATION OF INTEREST |
| ☐ | MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION |
| ☐ | MBD 6.1: PREFERENCE POINTS CLAIM FORM |
| ☐ | MBD 7.1: CONTRACT FORM – PURCHASE OF GOODS / WORKS |
| ☐ | MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |
| ☐ | MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION |

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20
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T2.2 A MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	LIM473/REPAIR-MAINT R&S/24/25/20	CLOSING DATE:	31 oCTOBERr 2024	CLOSING TIME:	12h00
DESCRIPTION	MAINTENANCE OF STORMWATER				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Tender Box at the Makhuduthamaga Local Municipality Offices, foyer Makhuduthamaga Local Municipality, Jane Furse, Limpopo					
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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ 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 PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	PMU	CONTACT PERSON	Mr O Baloyi
CONTACT PERSON	Mr P Senong	TELEPHONE NUMBER	(015) 023 0026
TELEPHONE NUMBER	(013) 265 8625	FACSIMILE NUMBER	
FACSIMILE NUMBER	(013) 265 8625	E-MAIL ADDRESS	octavius@ntaconsulting.co.za
E-MAIL ADDRESS	senongp@makhuduthamaga.gov.za		

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table> 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 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									



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NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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T2.2 B MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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T2.2 C MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	(if applicable)	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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T2.2 D MBD 4.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, 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 bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - The bidder is employed by the state; and/or
 - The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), 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 bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1. Full Name of bidder or his or her representative:.....
 - 2.2. Identity Number:.....
 - 2.3. Position occupied in the Company (director, trustee, shareholder²):.....
 - 2.4. Company registration number:.....
 - 2.5. Tax Reference Number:.....

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2.6. VAT Registration

Number:.....

T2.2 B

2.6.1 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 3 below.

1“State” means –

- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of 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“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.

2.1. Are you or any person connected with them bidder YES ☐ NO ☐
presently employed by the state?

2.1.1. If so, furnish the following particulars: Name of person / director / trustee/
shareholder/ member:

Name of state institution at which you or person connected to the bidder is
employed:

Position occupied in the public institution:
.....

Any other particulars:

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

☐ ☐

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2.1.2. 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

2.1.2.1. If yes, did you attach proof of such authority to the bid document? YES ☐ NO ☐

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

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

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

2.2. 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 ☐

2.2.1. If so, furnish particulars:

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

2.3. Do you, or any person connected with the bidder, 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 bid? YES ☐ NO ☐

2.3.1. If so, furnish particulars:

.....
.....

2.4. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjustment of this bid? YES ☐ NO ☐

2.4.1. If so, furnish particulars:

.....
.....

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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FOR MAINTENANCE OF ROADS AND STORM WATER.

2.5. 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 bidding for this contract?

2.5.1. If so, furnish particulars:

.....

.....

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

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



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FOR MAINTENANCE OF ROADS AND STORM WATER.

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder





MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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T2.2 E MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars. ***YES / NO**

.....

.....

.....





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FOR MAINTENANCE OF ROADS AND STORM WATER.**

* Delete if not applicable

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

***YES / NO**

3.1 If yes, furnish particulars

.....

.....

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

***YES / NO**

4.1 if yes, furnish particulars

.....

.....





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FOR MAINTENANCE OF ROADS AND STORM WATER.

T. CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.



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T2.2 F MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	90
SPECIFIC GOALS	10

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Total points for Price and SPECIFIC GOALS	100
--	------------

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Black People	2	
Youth	2	
Woman-ownership of more than 50%	1	
Small, Medium and Micro Enterprises(SMMEs)	2	
People with disability	1	
Enterprise within makhuduthamaga jurisdiction	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

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

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....

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T2.2 H MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.



T.84

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NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:



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MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....

accept your bid under reference numberdated.....for the
supply of

goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms
and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied
by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
2.

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T2.2 I MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database 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 bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 ☐

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4.2.1	If so, furnish particulars:		
Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		



T.88

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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2 J MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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



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I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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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.

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.

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

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T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.3 A	DECLARATION OF GOOD STANDING REGARDING TAX	T.92
T2.3 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.93
T2.3 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	T.94
T2.3 D	CERTIFICATE OF NON-COLLUSIVE TENDER	T.94
T2.3 E	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003	T.96
T2.3 F	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	T.97
T2.3 G	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS	T.100
RDP1(E)	SCHEDULE OF LABOUR CONTENT	T.104
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RDP6(E)	GENERIC TRAINING	T.109
RDP7(E)	ENTREPRENEURIAL TRAINING	T.110
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T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES	Tender No: Closing Date:																																																		
DECLARATION OF GOOD STANDING REGARDING TAX																																																			
PARTICULARS																																																			
1. Name of Taxpayer/Tenderer: 2. Trade Name: 3. Identification Number: (If applicable) 4. Company / Close Corporation registration number: 5. Income Tax reference number: 6. VAT registration number: (If applicable) 7. PAYE employer's registration number: (If applicable) 8. Monetary value of tender:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%; height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>																																																		
DECLARATION																																																			
I, the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes: (i) Have been satisfied in terms of the relevant Acts; or (ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.* 																																																			
SIGNATURE	CAPACITY																																																		
DATE																																																			
PLEASE NOTE: * The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.																																																			

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T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the employer.

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Name of Bank:
- b) Branch of Bank
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank:
- e) Telephone number of Bank: Code: Number:
- f) Account Number:
- g) Bank rating (include confirmation from bank or financial institution):
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE:

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T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as the relevant Category 7CE or Higher
- Or
- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this

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contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other

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than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:

**T2.3 E COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in Makhuduthamaga Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the Tenderer's misrepresentation.

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T2.3 F REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

M1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

M2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs.

M2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
 - 1) R10 million in respect of contractors who mainly perform Civil Employer's Agenting Services.
 - 2) R2,5 million in respect of labour-only subcontractors
 - 3) R10 million in respect of Manufacturers

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- 4) R15 million in respect of Suppliers
- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

M2.3 “Historically Disadvantaged Individuals (HDI)” means all South African Citizens

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

M2.4 Target values

- (a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation : 10%
ABE support : 25%

- (b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff : 10%

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

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M3 Preferential Procurement Point System Policy

The Procurement Policy to be used is included under section 21(b) of the Supply Chain Management Policy

M4 Contract Participation Performance (CPP)

M4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

M4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

M5 Training

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.

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T2.3 G EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS

1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 2.8.

Ownership	Percentage owned	Points claimed
-----------	------------------	----------------

Equity ownership by persons who due to the apartheid policy that had been in place, had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution")

%

Equity ownership **by women** %

2. DECLARATION WITH REGARD TO EQUITY

2.1 Name of firm :

2.2 VAT registration number :

2.3 Company registration number :

2.4 TYPE OF FIRM

	Partnership
	One person business / sole trader
	Close corporation
	Company
	(Pty) Limited

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

2.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?



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2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

*Indicate YES or NO

2.9 Consortium / Joint Venture



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2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member **(to be consistent with paragraph 2.8)**:

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

*Indicate YES or NO:



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2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Makhuduthamaga Municipality may, in addition to any other remedy it may have –
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1
SIGNATURE(S) of TENDERER(S)

2
DATE:
ADDRESS:
.....
.....
.....



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RDP1(E) SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 10%

Note: The full amount of this 10% target value should be obtained from Local Labour content. This 10% labour content shall be from the LOCAL COMMUNITY, the contractors own key, skilled and unskilled personnel will not be counted towards the said 10% of the contract amount minimum labour content.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER:

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RDP2(E) EMPLOYMENT OF ABE'S

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

Note: The ABEs shall be from the LOCAL COMMUNITY. Should no suitable ABEs be available from the LOCAL COMMUNITY, the following target areas shall be according to the next community levels upwards, being LOCAL MUNICIPALITY AREA, then DISTRICT MUNICIPALITY AREA and then only the LIMPOPO PROVINCE.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.
2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.
3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF ON THE TENDERER

.....

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RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies, the ratios of equity shareholding are to be replaced by the ratio of HDI and female retrospectivity at directorship level.

SIGNED ON BEHALF OF THE TENDERER

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RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 30%. Refer Form T2.1 K, item 2.4(b). It is proposed to employ the following salaried personnel on this contract as supervisory staff:

(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDI as percentage of total %

Notes to tenderer:

1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.
2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.
3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

SIGNED ON BEHALF OF THE TENDERER



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RDP5(E) ABE DECLARATION AFFIDAVIT

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.





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RDP6(E) GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER





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RDP7(E) ENTREPRENEURIAL TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER





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RDP8(E) EMPLOYER'S AGENTING SKILLS TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER



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**T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO
THE CONTRACT**

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T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.4 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8 (FINAL RETENTION)	R
TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT) DURATION.....(MONTHS)	

SIGNED ON BEHALF OF TENDERER:

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T2.4 B RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of sub-clause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumens.

SIGNED ON BEHALF OF TENDERER:.....



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T2.4 C ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

SIGNATURE OF TENDERER: DATE:





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T2.4 D WORKS PREVIOUSLY EXECUTED

The following is a statement of major relevant works successfully executed by myself/ourselves in recent years:

Employer	Engineer *	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.

SIGNATURE OF TENDERER:

DATE:

* State firm, contact person and telephone number.



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T2.4 E PRESENT COMMITMENTS

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

SIGNATURE OF TENDERER:

DATE:

* State firm, contact person and telephone number.



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T2.4 F SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Construction Health and Safety Officer						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitae's of all supervisory and safety personnel.

SIGNATURE OF TENDERER:

DATE:

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T2.4 G CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR

1. DEFINITIONS

The following definitions shall apply to this schedule:

1.1 Targeted labour

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor's own staff, unless such staff are also from the Target Area.

1.3 Target Area

The target area is defined as the area resorting under the Makhuduthamaga Local Municipality Areas, in which the project is located.

2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;

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- (2) accept the sanctions set out in Section 4 below should such conditions be breached; and
- (3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

- 3 Requirements
- 3.1 Contract participation goal

ADD THE FOLLOWING TO 3.1.1:

“Targeted labour shall be engaged in the performance of the contract to the value of% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5.”

4. SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation 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, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{1.0 \times (D - D_0) \times N_A}{(100)}$$

where:

- D = tendered Contract Participation Goal percentage
- D₀ = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
- N_A = Net Amount (Actual contract expenditure, excluding VAT)

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P = Rand value of penalty payable.

5. TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 7.5%)

I/we hereby tender a Contract Participation Goal of% for the Participation of Targeted Labour.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.

SIGNATURE:

NAME:

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR:

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T2.4 H LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications.

1. General Foreman/Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His/her duties encompass any one or more of the following activities:

- (a) Supervision
- (b) Maintaining discipline
- (c) Ensuring safety on the workplace
- (d) Being responsible to the Contractor for efficiency and production for his/her portion of the works
- (e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan
- (b) Giving out work to other employees under his/her control and supervision
- (c) Ensuring safety on the workplace

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- (d) Maintaining discipline
- (e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities:

- (a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person
- (b) Giving out work to other employees under his control and supervision
- (c) Maintaining discipline
- (d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

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5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Note: Man-Days table on next page.

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MAN DAYS

Categories		No. of Man Days	
		Imported	Local
1.	Contracts Manager		
2.	Site Agent		
3.	Foreman/Supervisors (specify type)		
3.1	.....		
3.2	.....		
3.3	.....		
4.	Safety Inspectors (specify type)		
4.1	.....		
4.2	.....		
5.	Charge hands		
6.	Artisans		
7.	Operators/Drivers		
8.	Clerks/Storeman		
9.	Team Leader		
10.	Skilled Labour		
11.	Semi-skilled Labour		
12.	Unskilled Labour		

SIGNATURE OF TENDERER: DATE:

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T2.4 I COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO
2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).
.....
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO
How is this policy communicated to all employees?
.....
4. Does the Contractor keep records of safety aspects of each construction site? YES / NO
If yes, what records are kept?
.....
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? YES / NO
.....
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES / NO
If yes, please explain his duties and provide a copy of his CV.



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.....

.....

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

.....

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

SIGNATURE OF TENDERER: DATE:



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T2.4 J PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc

SIGNATURE OF TENDERER: DATE:



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T2.4 K SUB-CONTRACTORS

The tenderer shall list below any subcontractors he/she intends to employ to carry out part(s) of the Works.

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

Company	Portion of Contract	Approx. Value

SIGNATURE OF TENDERER: DATE:





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T2.4 L SITE INSPECTION CERTIFICATE

As required by the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

SIGNATURE OF TENDERER: DATE:

Site Visit

This will certify that.....

Representing.....

attended a Site Inspection for this Contract on 20....

FOR THE ENGINEER: (signed)



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T2.4 M AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

(a) A company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

(b) A partnership, and attach hereto a certified copy of the required resolution by all partners

☐

(c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

(d) A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

(e) A joint venture, and attach hereto:

- An notarially certified copy of the original document under which the joint venture was constituted
- Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

SIGNATURE OF TENDERER: DATE:.....

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T2.4 N PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

*** Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- Name of Business (or person, in case of goods/services provided by a person):
..... ()*
- Official physical address of business, e-mail, telephone and fax numbers:
Address: ()*
e-mail: ()*
Telephone: ()*
Fax: ()*
- Electricity account no. if a local business: ()*
- Type of business (Company, cc, etc): ()*
- Main business activity (Stationary Dealer, Building Contractor, etc):
..... ()*
- Estimated annual turnover (to remain confidential): R ()*
- Full name of controlling shareholder if not a one-man business (to remain confidential):



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.....

()*



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- Equity held by HDI's in the above-mentioned business:

Full Name	ID No	Race	Sex (M/F)	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

SIGNATURE OF TENDERER:

DATE:



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T2.4 O JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....		%
.....		%
.....		%
.....		%
.....		%

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity)

and in accordance with any further agreements as attached to this document, titled

and dated(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.





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FOR MAINTENANCE OF ROADS AND STORM WATER.

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....			
.....			
.....			
.....			
.....			

WITNESSES: 1.

2.

SIGNATURE OF TENDERER: DATE:



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T2.4 P PREFERENTIAL PROCUREMENT

List all partners, proprietors and shareholders and complete the table.

Name	Proportional percentage contribution only if a Joint Venture (1*)	HDI			% Owned (5*)	Other Specific Goals	
		No franchise prior to elections (2*)	Women (3*)	Disabled (4*)		Joint venture with local SMME (6*)	Located in MAKHUDUTHAM AGA LOCAL MUNICIPALITY (7*)

- * Notes:
- (1) Joint Venture agreement in Section T 2.2 of this document.
 - (2) States Yes or No.
 - (3) States Yes or No.
 - (4) States Yes or No.
 - (5) Indicate percentage Equity Ownership.
 - (6) States Yes or No.
 - (7) States Yes or No.



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Total HDI Equity Ownership (EP) %

Tender adjudication points claimed for Equity ownership of HDI's within the enterprise:

$$\text{NEP} = \frac{6 \times \text{EP}}{100} = \frac{6 \times \quad}{100} \%$$

NEP =

Calculation of preferential points:

$$\text{TPP} = \text{NEP} + \text{L(Locality)}$$

Where:

TPP = Total Preference Points scored

NEP = Points scored for Equity Ownership

L = Points scored for being located in Makhuduthamaga Local Municipality.

$$\text{TPP} = \dots + \dots = \dots$$

SIGNATURE OF TENDERER:

DATE:





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FOR MAINTENANCE OF ROADS AND STORM WATER.

T2.4 Q AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)

certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives Makhuduthamaga Local Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at on this day of20.....

.....





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FOR MAINTENANCE OF ROADS AND STORM WATER.

SIGNATURE

T2.4 R AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)
certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS
THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives Makhuduthamaga Local Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at on this day of20.....

.....





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FOR MAINTENANCE OF ROADS AND STORM WATER.

SIGNATURE

T2.4 S AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)

certify that I am a of the tenderer.
(Member, Director, Partner, Owner)
2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives Makhuduthamaga Local Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at on this day of20.....

.....
SIGNATURE



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FOR MAINTENANCE OF ROADS AND STORM WATER.

T2.4 T DECLARATION OF INTEREST

Tenderers are to satisfy the Employer and the Engineer to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

		<u>YES</u>	<u>NO</u>
(1)	Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months	☐	☐
(2)	In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months	☐	☐
(3)	Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months	☐	☐
(4)	Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector	☐	☐

SIGNATURE OF TENDERER: DATE:



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T2.4 U BANKING DETAILS

Bank Name:

Account Holder's Name:

Account Number:

Branch Code:

Contact Person:

Contact Number:

SIGNATURE OF TENDERER:

SIGNED ON BEHALF OF:

DATE:



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T2.4 V RATES FOR SPECIAL MATERIALS

Each material dealt with as a special material in terms of sub clause 49(3) of the general conditions of contract is stated in the list below. The provisions of the contract price adjustment schedule of the general conditions of contract shall apply to such special materials. The rates and prices for the special materials shall be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT	DELIVERY BULK/CONTAINER *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence.

SIGNATURE OF TENDERER: DATE:



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END OF SECTIO

MAKHUDUTHAMAGA LOCAL MUNICIPALITY
CONTRACT NO: CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20
FOR MAINTENANCE OF ROADS AND STORM WATER

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.5: RETURNABLE DOCUMENTS CHECKLIST

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FOR MAINTENANCE OF ROADS AND STORM WATER.
CHECKLIST

The following information MUST be completed in full and/or attached to the tender document:

RETURNABLE DOCUMENT	YES	NO
1. COMPLETE THE DOCUMENT WITH A BLACK INK, INITIAL WHERE ALTERED AND INITIAL EVERY PAGE, COMPLETE FORM OF OFFER.		
2. COMPANY REGISTRATION DOCUMENT		
3. ID COPIES COMPANY DIRECTORS: CERTIFIED.		
4. ORIGINAL SIGNATORY AUTHORISATION LETTER ON A COMPANY LETTER HEAD.		
5. VALID TAX CLEARANCE CERTIFICATE AND SARS PIN		
6. COMPLIANT CENTRAL SUPPLIER DATABASE, JV SHOULD SUBMIT FOR BOTH COMPANIES		
7. CIDB, JV SHOULD SUBMIT CONSOLIDATED CIDB		
8. LETTER OF GOOD STANDING: CERTIFIED		
9. RECENT ORIGINAL STAMPED LETTER FROM THE BANK WITH RATING		
10. COMPANY AND DIRECTORS PROOF OF MUNICIPAL ACCOUNT FOR WATER AND LIGHTS ARE NOT IN ARREARS; AND SHOULD NOT BE OLDER THAN 3 MONTHS/ RECENT AND ORIGINAL PROOF OF RESIDENCE FROM TRADITIONAL AUTHORITY OR VALID LEASE AGREEMENT ACCOMPANIED BY RECENT PROOF OF PAYMENT FOR MUNICIPAL RATES AND TAXES OF THE LESSOR		
11. PROGRAM OF WORKS, SCHEDULE OF MONTHLY EXPENDITURE		
12. JOIN VENTURE AGREEMENT: WHERE APPLICABLE • CIDB CONSOLIDATED • CONSOLIDATED B-BBEE CERTIFICATE		

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RETURNABLE DOCUMENT	YES	NO
13. COMPLETE THE DOCUMENT WITH A BLACK INK, INITIAL WHERE ALTERED AND INITIAL EVERY PAGE, COMPLETE FORM OF OFFER.		
14. SITE INSPECTION CERTIFICATE		

Reasons for non-compliance:

.....

.....

Contact Details:

Office Phone No:

Office Fax No:

Cell phone No:NAME IN CAPITAL (BLOCK) LETTERS SIGNATURE

END OF SECTION

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION
PART C5	ANNEXURES

C.2 MAKHUDUTHAMAGA LOCAL MUNICIPALITY
CONTRACT NO. LIM473/REPAIR-MAINT R&S/24/25/20
FOR MAINTENANCE OF ROADS AND STORM WATER.

PARTC1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.	C.6
C1.3	PERFORMANCE GUARANTEE	C.11
C1.4	CONTRACT DATA	C.13
C1.5	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.27
C1.6	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.29
C1.7	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997	C.30
C1.8	AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)	C.31

C.3 MAKHUDUTHAMAGA LOCAL MUNICIPALITY
CONTRACT NO CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20
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C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

CONTRACT No CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20 FOR MAINTENANCE OF ROADS AND STORM WATER.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender 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 OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....

Rand (in words); (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of organization)

Name and
signature of
witness

..... Date

C.4 MAKHUDUTHAMAGA LOCAL MUNICIPALITY
CONTRACT NO CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20
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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:

- PARTC1 Agreements and contract data, (which includes this agreement)
- PART C2 Pricing data
- PARTC3 Scope of work
- PARTC4 Site information
- PARTC5 Annexures

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be 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 deviations (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 at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

for the Employer.....
 (Name and address or organization)

Name and signature of witness Date:

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Schedule of Deviations

Item	Deviation Details

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

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

For the Contractor:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness Date:

For the Employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness Date:

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C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.

This AGREEMENT made at on this day of in the year between Makhuduthamaga Local Municipality (hereinafter called "the Employer" on the one part, herein represented by in his capacity as and delegate of the Employer and (herein after called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No.:...../...../.....for (description of contract)..... in the District of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer's Agent requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (Second Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-

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- a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i. Section 8: General duties of employers to their employees.
 - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
 - iii. Section 37: Acts or omissions by employees or mandatories and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2003, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Department of Roads and Transport. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for....., with effect from until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Department of Roads and Transport SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative

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requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board the Department of Roads and Transport, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative. In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....



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DATE: DATE:.....

Copy to: The Chief Inspector - Department of Minerals and Energy

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C1.3 PERFORMANCE GUARANTEE

MUNICIPAL MANAGER
Makhuduthamaga Municipality
Private Bag X434
Jane Furse
1085

CONTRACT

I/We, the undersigned,

.....

.....

acting herein in my/our capacity as

.....

..... and as such duly
authorized to represent

.....(Hereinaft
er referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said
Guarantor for the

obligations of.....
(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract
between the Municipal Manager of Makhuduthamaga Municipality and the said Contractor,
and/or for the refund by the Contractor of any excess payments to the Contractor not due and
which cannot be recovered from the amount of the retention money to the credit of the
Contractor in terms of Clauses 6.2 and 6.10.1 of the General Conditions of Contract 2010, and
do further bind the Guarantor as surety and co-principal debtor with the Contractor for any
other amounts which may become payable to the said Municipal Manager from any cause
whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R
(..... %) of the contract amount which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and
conditions of the said contract

and the Guarantor undertakes to pay the said amount of R

.....

or such portion thereof as may be demanded immediately on receipt of a written demand from
you in terms of Clause 6.2 of the General Conditions of Contract 2010. A certificate under your
hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability
for the purpose of enabling provisional sentence or any similar relief to be obtained against
the Guarantor.

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It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Municipal Manager have been paid and you or the

said Municipal Manager shall always be entitled without your or the Municipal Manager's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

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

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2015.

SIGNED at on this day of 20.....

AS WITNESSES:

1. GUARANTOR

ADDRESS:

.....

2.

ADDRESS:

.....

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C1.4 CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) for Construction Works, 3rd Edition (2015), (displaying "2nd Print" on the frontispiece); and published by the South African Institution of Civil Engineering, are applicable to this Contract.

The General Conditions of Contract, hereinafter referred to as GCC 2015 3rd Edition, are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2015 3rd Edition that applies to this Contract (see Notes on the next page).

NOTES

Note 1

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

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 3rd Edition have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 3rd Edition do not apply where replaced by similar pro-forma forms and pro-forma agreements in this procurement document.

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CONTRACT DATA

In terms of Clause 1.1.7 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.5	Add the following to the Clause after the last sentence. “The contract shall come into effect when the employer issues a letter to the contractor stating that his tender has been accepted / the contract has been awarded to the contractor, or upon receipt of the signed contract document by the contractor from the employer.”
1.1.1.12	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.”
1.1.1.14	<i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i> “This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for completion of the Works is indicated in Clause 5.5.1. The Due Completion Date shall be 10 Months for the commencement date. ”
1.1.1.15	The Employer is Makhuduthamaga Local Municipality.
1.1.1.16	The Employers Agent means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm Ntsako Tiyani And Associates (PTY) LTD to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.2	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i>

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Clause	Contract Data
	“1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
	The address of the Employer is: Makhuduthamaga Local Municipality The Municipal Manager Roads and Storm Water Private Bag X434 Jane Furse 1085 The address of the Engineer is: Physical address: Ntsako Tiyani And Associates (PTY) LTD 87A General Maritz Street Bendor, Polokwane Limpopo 0699 Postal address: P.O. Box 688 Thornhill Plaza 0882 e-mail address: octavius@ntaconsulting.co.za Contact numbers: Corporate: +27 15 023 0026 Direct: +27 15 023 0026 Fax: +27 15 297 0598
1.3.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i>

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Clause	Contract Data																																																																																																														
	“The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.”																																																																																																														
3.2.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table: <table><tr><th>Delegated to ER*</th><th>Requires EWA*</th><th>GCC Clause No</th><th>Description</th><th>Financial limit per occurrence</th></tr><tr><td></td><td>Y</td><td>1.2.1.2</td><td>Change of address</td><td>NA</td></tr><tr><td>N</td><td></td><td>2.2.3</td><td>Adverse physical conditions</td><td>NA</td></tr><tr><td></td><td></td><td>2.4.1</td><td>Ambiguity in or discrepancy between documents</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.3.1</td><td>Employer's Agent's appointment and termination</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.3.4</td><td>Employer's Agent's acting on Employer's Agent's behalf</td><td>NA</td></tr><tr><td></td><td></td><td>3.3.6</td><td>Employer's Agent's orders or instructions causing dissatisfaction</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.1</td><td>Proof of compliance with applicable laws</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.2</td><td>Proof of good standing with payments in terms of legislation</td><td>NA</td></tr><tr><td></td><td></td><td>4.4.2</td><td>Subcontractor to be approved</td><td>NA</td></tr><tr><td></td><td></td><td>4.5.4</td><td>Payment for notices and fees</td><td>R.....</td></tr><tr><td></td><td></td><td>4.7.1</td><td>Fossils, etc. on Site</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.8.2</td><td>Facilities for others</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.9.1</td><td>Removal of Construction Equipment from Site</td><td>NA</td></tr><tr><td></td><td></td><td>4.10.1</td><td>Use of Site for Contractor's employees</td><td>NA</td></tr><tr><td></td><td></td><td>4.10.2</td><td>Contractor's employee information</td><td>NA</td></tr><tr><td></td><td></td><td>4.11.2</td><td>Removal of Contractor's employee from Works</td><td>NA</td></tr><tr><td></td><td></td><td>4.11.2</td><td>Re-employment of Contractor's employee</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.12.2</td><td>Approval of Construction Manager</td><td>NA</td></tr><tr><td></td><td></td><td>5.3.1</td><td>Commencement of the Works</td><td>NA</td></tr><tr><td></td><td></td><td>5.6.3</td><td>Approval of programme</td><td>NA</td></tr><tr><td></td><td></td><td>5.6.4</td><td>Adjustment of programme</td><td>NA</td></tr></table>	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence		Y	1.2.1.2	Change of address	NA	N		2.2.3	Adverse physical conditions	NA			2.4.1	Ambiguity in or discrepancy between documents	NA		Y	3.3.1	Employer's Agent's appointment and termination	NA		Y	3.3.4	Employer's Agent's acting on Employer's Agent's behalf	NA			3.3.6	Employer's Agent's orders or instructions causing dissatisfaction	NA			4.3.1	Proof of compliance with applicable laws	NA			4.3.2	Proof of good standing with payments in terms of legislation	NA			4.4.2	Subcontractor to be approved	NA			4.5.4	Payment for notices and fees	R.....			4.7.1	Fossils, etc. on Site	NA		Y	4.8.2	Facilities for others	NA		Y	4.9.1	Removal of Construction Equipment from Site	NA			4.10.1	Use of Site for Contractor's employees	NA			4.10.2	Contractor's employee information	NA			4.11.2	Removal of Contractor's employee from Works	NA			4.11.2	Re-employment of Contractor's employee	NA		Y	4.12.2	Approval of Construction Manager	NA			5.3.1	Commencement of the Works	NA			5.6.3	Approval of programme	NA			5.6.4	Adjustment of programme	NA
Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence																																																																																																											
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		5.6.3	Approval of programme	NA																																																																																																											
		5.6.4	Adjustment of programme	NA																																																																																																											

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Clause	Contract Data				
		Y	5.7.1	Rate of progress falling behind programme	NA
		Y	5.7.1	Steps taken to expedite progress	NA
			5.7.2	Work at night	R.....
		Y	5.7.3	Acceleration of rate of progress	NA
			5.7.3	Payment for acceleration	R.....
		Y	5.8.1.1	Work during non-working times	R.....
			5.9.1	Instructions and drawings on Commencement Date	NA
			5.9.2	Further instructions and drawings	NA
			5.9.3	Requested instructions and drawings	NA
		Y	5.9.7	Contractor's designs	NA
		Y	5.9.7	Departing from Contractor's designs	NA
		Y	5.11.2	Suspension of the Works	NA
			5.11.6	Proceeding with Works after suspension	NA
	N		5.12.4	Acceleration instead of extension of time	R.....
			5.13.2	Reduction in penalty	R.....
	N	Y	5.14.1	Work to be completed for Practical Completion	NA
	N	Y	5.14.2	Certificate of Practical Completion	NA
	N		5.14.4	Certificate of Completion	NA
	N		5.16.1	Final Approval Certificate	NA
		Y	6.3.1	Variation orders	R.....
		Y	6.3.2.1	Confirmation of a Variation Order	NA
			6.4.1	Valuation of a Variation Order	NA
			6.4.1.3	Consultation on valuation of a Variation Order	NA
			6.4.1.4	Dayworks as a Variation Order	R.....
		Y	6.4.2	Delivering the valuation of a Variation Order	NA
			6.5.1.3	Construction Equipment rates for dayworks	NA
			6.5.2	Materials for dayworks	R.....
			6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
			6.6.1	Provisional sum work	
			6.6.3	Prime cost work	
			6.7.2	Valuation of the Works	NA
			6.7.3	Measurement of work	NA
		6.8.4	Costs due to changes in legislation	NA	
		6.9.3	Plant and materials becoming property of Employer	NA	

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Clause	Contract Data			
		6.10.1	Monthly payment certificate	NA
		6.10.4	Delivery of payment certificate	NA
		6.10.7	Correction of previous payment certificate	NA
		6.10.8	Completion payment certificate	NA
		6.10.9	Final payment certificate	NA
		6.11.1	Variations exceeding 15%	
		7.1.1	Unsuitable Construction Equipment	NA
		7.4.1	Samples of materials	NA
		7.4.2	Test specimens	NA
		7.4.3	Tests	NA
		7.4.5	Reports on tests	NA
		7.5.1	Covering up work	NA
	Y	7.5.2	Delivery of Plant to Site	NA
	Y	7.5.3	Testing and examining Plant and work	NA
		7.5.5	Uncovering work	NA
	Y	7.6.1	Making good and retesting of Plant	NA
		7.6.2	Plant failing testing	NA
	Y	7.6.3	Removal of improper work	NA
	Y	7.7.1	Search for defects	NA
	Y	7.8.1	Making good of defects	NA
	Y	7.9.1	Work by others during emergency	NA
		8.2.2.2	Damage due to excepted risks	NA
		8.5.1	Reporting accidents	NA
		9.1.5	Termination of Contract	NA
N	Y	9.2.1	Consultation on breach of Contract by Contractor	NA
N	Y	9.2.1	Breach of Contract by Contractor	NA
N	Y	10.1.3	Facts to assess Contractor's claim	NA
N	Y	10.1.5	Consultation on Contractor's claim	NA
N	Y	10.1.5	Ruling on Contractor's claim	R.....
N	Y	10.2.3	Consultation on dissatisfaction claim	NA
N	Y	10.2.3	Ruling on dissatisfaction claim	NA
TOTAL FOR CONTRACT				
*The following abbreviations apply to the above table: ER Engineer's Representative EWA Engineer's Written Action N No NA Not Applicable Y Yes				

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FOR MAINTENANCE OF ROADS AND STORM WATER.

Clause	Contract Data
4.1.2	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The Contractor shall provide the following to the Engineer for retention by the Employer or his/her assignee in respect of all works designed by the Contractor: 4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 Design calculations should the Engineer request a copy thereof. 4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 ‘As-Built’ drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.”
4.3.1	Compliance with applicable laws. <i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. 4.3.1.2 OHS requirements The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).

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Clause	Contract Data
	Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.
4.3.1.3	Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
4.3.1.4	Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
4.3.1.5	Contractor's Designer The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract."
4.4.4	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works. The withdrawal by the Engineer of his consent in respect of any particular subcontractor that is engaged in the execution of any portion of the works, including any

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Clause	Contract Data
	portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."
4.10	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work."
5.3.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "The Contractor shall commence executing the works within a period of 22 working days from the date of the written instruction by the Engineer unless otherwise agreed. The documentation required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Cashflow"
5.3.3	Add the following to Clause 5.3.3 after the last sentence: "The Contractor shall not commence with the Works until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."
5.5.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "The time for Completion shall be 10 months from Commencement Date, including year-end break/s."
5.6.2.6	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Commencement date will be determined by the Engineer after all documents are submitted by the appointed contractor."

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Clause	Contract Data
5.7.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined."
5.8.1	The non-working Days are Sundays The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Penalty for delays shall be R5 000,00 per day."
5.14.1	Practical Completion Replace the last sentence of the second paragraph: "Should the Engineer ... on the Due Completion Date." with the following: "Should the Engineer not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."
5.14.2	Issue of Certificate of Practical Completion Replace "the Engineer" in the second line with the following: ", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"
5.14.4	Certificate of Completion Replace "the Engineer" in the second line of the first paragraph with: ", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"

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CONTRACT NO. CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20
FOR MAINTENANCE OF ROADS AND STORM WATER.

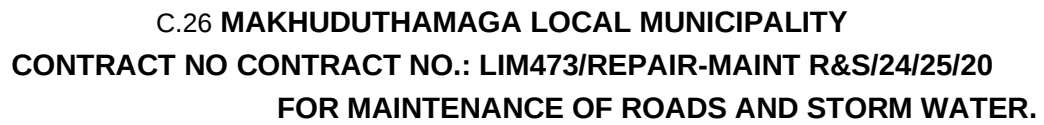
Clause	Contract Data
6.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.”
6.2.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> The amount of the guarantee will be 10% of the Purchase Order as per Engineers instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A. The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order.”
6.2.2	<i>DELETE THIS CLAUSE.</i>
6.8.2	The application of a contract price adjustment will apply to this Contract.
6.3.3	Price adjustment for variations in the cost of special materials is NOT allowed.
6.8.4	<i>DELETE THE WORDS “between the Employer and the Contractor”.</i>
6.10.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The percentage limit for materials not yet built into the Permanent Works is 80%.”
6.10.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Guarantee made in terms of the Form of Offer and Acceptance coming into effect.”

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Clause	Contract Data
6.10.4	<i>IN LINE 3 DELETE THE WORD "said" AND INSERT THE WORD "correct".</i> In the third sentence replace "28" with "35".
6.10.5.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Defects Liability Period will be 12 months."
6.11.1.3	<i>IN LINE 2 OF THE SECOND PARAGRAPH DELETE "15 %" AND REPLACE IT WITH "25 %".</i>
8.6.1.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Limit of indemnity shall be R2 million per event, the number of events being unlimited."
8.6.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required: Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses."
8.6.6	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer."
9.2.1.3.7	<i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i> "The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,"

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CONTRACT NO CONTRACT NO.: LIM473/REPAIR-MAINT R&S/24/25/20
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Clause	Contract Data
10.7.1	<i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i> This Contract provides for the determination of disputes by arbitration.



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6.8.5	The extension of time based on rainfall should be determined based on Method (ii) as outline in COLTO.
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END OF SECTION

C1.5 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... between MAKHUDUTHAMAGA LOCAL MUNICIPALITY (hereinafter) called "the Employer") of the one part, herein represented by in his capacity asand delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997)), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties

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as delegated to them in terms of their appointments.

5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.

6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.

7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.

8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy)

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

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.
NAME (Print): NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.
NAME (Print): NAME (Print):



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WATER.

C1.6 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

I, in my capacity as Municipal Manager of the Employer, MAKHUDUTHAMAGA LOCAL MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned Acts, hereby, in terms of Section 3(1) of the Act (as amended) appoint in his capacity as of the Contractor, of address: and contact number: to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act (as amended) for all the borrow pits on the project no.: for

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

I, having been appointed in terms of Section 4 of the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint in his capacity as of the Contractor as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print): 1. 2.

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CONTRACT NO: LIM473/REPAIR-MAINT R&S/24/25/20
FOR MAINTENANCE OF ROADS AND STORM
WATER.

C1.7 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT
No. 72 OF 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed

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in this paragraph.

C1.8 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... between MAKHUDUTHAMAGA LOCAL MUNICIPALITY (hereinafter) called “the Employer”) of the one part,

herein represented by in his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
 - a) all the requirements, regulations and standards of the Act, together with its amendments.
 - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.
4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

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SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

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**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)**

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN
FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO.
29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMENDMENT ACT (ACT NO. 72
OF 1997)**

I, in my capacity as, having been appointed in terms of
Section 3(1) of the Act (as amended), by the Municipal Manager who is our client,
'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the
requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as
amended, appoint as Sub-Ordinate Manager of the
Contractor, of address,
..... and contact number, on contract no **for
the**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996),
you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to
perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2)
(b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health
and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly
trained:
 - a. In the measures necessary to eliminate, control and minimise those risks
to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-
Ensure that every employee becomes familiar with the work-related hazards and
risk and the measures that must be taken to eliminate, control and minimise those
hazards and risks.
4. To the extent that is reasonably practical, you must:-
Ensure that every employee under your control complies with the requirements of
the Act.

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Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print): 1..... 2.....

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME (Print): 1..... 2.....

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FOR MAINTENANCE OF ROADS AND STORM WATER.

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

**APPOINTMENT OF RESPONSIBLE MINE SURVEYOR / COMPETENT PERSON:
REGULATION 2.12.2 AND 2.12.6 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE
HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE HEALTH AND
SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been appointed
in terms of Section 3(1) of the Act (as amended), by the Director: Infrastructure and Planning,
who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under
the requirements of the above mentioned Acts hereby, in terms of Regulations 2.12.2 and
2.12.6 of the Act as amended, appoint as
Competent Person responsible for mine survey for the Contractor,

..... of address

and contact number, on all contracts in the Limpopo Province that are
undertaken by the contractor.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:

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FOR MAINTENANCE OF ROADS AND STORM WATER.

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractors letter head)

**APPOINTMENT AS COMPETENT PERSON IN CHARGE OF MACHINERY IN TERMS OF
REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND
SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY
AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been
appointed in terms of **Section 3(1)** of the Act (as amended), by the Director: Infrastructure and
Planning, who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be
worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations
2.13.2** of the Act as amended, appoint as Competent
Person in charge of machinery for the Contractor,
..... of address
and contact number, on all contracts in the Limpopo Province that are
undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene
of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and
the Regulations and ensure that you have a copy in your possession and you must take all
reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter
18, 20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:

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PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	C.39
C2.2	BILL OF QUANTITIES	C.45
C2.3	SUMMARY OF BILL OF QUANTITIES	C.42
C2.4	CALCULATION OF TENDER SUM.....	C.00

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C2.1 PRICING INSTRUCTIONS

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

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

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

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

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

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

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

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- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the Employer’s Agent’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

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- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent

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kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.
16. The Contractor shall acquaint himself with the nature of the material to be excavated for the works before submitting his tender and the submission of a tender shall be deemed to be an acknowledgement by him that he has done so.
17. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Pricing Schedule(s) with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works 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.
18. 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 unauthorised 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.
19. The Pricing Schedule(s) must be completed in accordance with the above and the total carried forward to the tender form C1.1 (Form of Offer).

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



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C2.2 BILL OF QUANTITIES- SEE ATTACHED



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C2.4 CALCULATION OF TENDER SUM

Note: Tender sum is the value of the offered total of the prices inclusive of VAT, contingencies, CPA, special materials but exclude contractual variations.

**SUB-TOTAL BROUGHT FORWARD FROM SUMMARY OF SCHEDULE OF
QUANTITIES [A]** _____

Add 15% VAT (SUB-TOTAL A X 0.15) [B] _____

**TOTAL BID SUM CARRIED FORWARD TO FORM OF OFFER AND
ACCEPTANCE (C=A+B)** _____

Name and Surname.....

Authorised Signatory.....

.....
SIGNED ON BEHALF OF THE TENDERER

.....
Date

Municipal Official Stamp



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PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS	C.44
C3.2	EMPLOYER'S AGENTING	ERROR! BOOKMARK NOT DEFINED.
C3.3	PROCUREMENT.....	ERROR! BOOKMARK NOT DEFINED.
C3.4	CONSTRUCTION.....	ERROR! BOOKMARK NOT DEFINED.

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C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

The employer's objective is to upgrade the existing gravel Road to Asphalt surface, ensure greater investment in infrastructure, build a sustainable revenue base, improve good governance, contribute to the improvement of health and safety of the community and develop higher level of service while making optimum use of local labour, and creating jobs for locals during construction and creating business opportunities for local contractors and SMME's. The project implementation will be designed to maximise EPWP sector quotas and opportunities

C3.1.2 Overview and Location of Works

The total length of phase one is 6544.445m of gravel road on site at the moment which needs to be upgrade to Asphalt. There are no storm water management except the existing box and round culverts which needs to be renovated.

C3.1.3 Extent of Works

The project entails the construction of the following:

Phase 2

- 1) Upgrade the existing road from gravel to Asphalt
- 2) Upgrade the road to be 2 x 3.0m lanes with 2 x 0.5 gravel shoulders.
- 3) Installation of Fig 8 Kerbs on some sections of the road.
- 4) Installation of Fig 7 Kerbs on some sections of the road
- 5) Kerb inlets.
- 6) Storm water inlets and outlets
- 7) 378.29m Long of 900 diameter concrete stormwater pipes.
- 8) 48m Long of 900 diameter concrete stormwater pipes.
- 9) The existing concrete box culverts to be renovated.
- 10) Existing bridge to be renovated.



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- 11) 134 x 1800 x 1800 concrete box culverts
- 12) 4389m of stormwater concrete channel.
- 13) 5000m concrete edge
- 14) 8000m of natural channel.
- 15) Mass Concrete speed humps
- 16) 150mm Insitu-Roadbed compacted to 93% MOD.
- 17) 2 x 150mm G6 Selected (lower and upper) layer compacted to 95% MOD.
- 18) 150mm C3 SubBase 3% stabilization compacted to 97% MOD (Including the gravel shoulders)
- 19) 150mm G1(Crusher Run)Base compacted to 97% MOD
- 20) Gabions

Note: The description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this contract.



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MAINTENANCE OF ROADS AND STORMWATER AND ASSOCIATED WORKS
FOR A PERIOD OF THREE (3) YEARS

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

The employer's objectives are to provide maintenance of roads and stormwater for a period of three years on a when and as-required basis within Makhuduthamaga Municipality while making optimum use of local labour, and stimulating the economy of the area by providing professional and high-standard service and creating jobs for locals throughout the project cycle as well as creating business opportunities for local contractors and SMME's. The project implementation will be designed to maximize EPWP sector quotas and opportunities

C3.1.2 Overview and Location of Works

The work is within the Makhuduthamaga Local municipality and stretches in all 31 wards.

C3.1.3 Extent of Works

The description of the project contained in this section is merely an outline of the contract works and shall not limit the work to be carried out by the Contractor under this contract. Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Bill of Quantities bound in this volume.

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The nature of work to be carried out under this contract includes inter alia the following:

- ☐ Establishment of camps on-site
 - ☐ Inspection of the road and night inspections Accommodation of traffic
 - ☐ Pavement layers repair Edge build-up removal
 - ☐ Repair of potholes, edge breaks, and surface failures
 - ☐ Crack Application of herbicide on road edges and around road signs
 - ☐ sealing and patching of asphalt pavements Repair of slope failures and washaways
 - ☐ Stabilization of cuttings
 - ☐ Cleaning of all drainage structures, including removal of grass and debris from grids, as well as clearing bridge drainage ports and scuppers
-
- ☐ Repairing damaged fencing Shoulder repairs
 - ☐ Clearing refuse from the road reserve, lay-byes, and interchanges
 - ☐ Repairing damaged road signs Cleaning of road signs
 - ☐ Installation and replacement of road studs Repairing damaged guardrails
 - ☐ Road marking
 - ☐ Gabion protection
 - ☐ Regular mowing of grass in the road reserve including the median and the removal of grass cuttings
 - ☐ Eradication of weeds and undesirable plant growth Emergency assistance
 - ☐ Minor road works done under day-work Scrubbing of internal access roads
 - ☐ Renewal of existing assets



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The description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this contract.



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C3.1.5 TEMPORARY WORKS

All temporary works required by the contractor to perform the required construction, shall be removed after completion of construction.

The Contractor shall, as relevant:

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and security of the Contractors' temporary works shall be at the Contractors' discretion, but always in accordance with stipulated Occupational Health and Safety requirements.
- e) The camp shall be adequately guarded during or outside working hours.
- f) include the works required to locate, verify and protect existing services within the works area;
- g) be such to ensure no or limited interruption to vehicular and pedestrian traffic; and
- h) be such that existing stormwater flow shall not be impeded during survey and construction activities.

Further the Contractor shall note that no stockpiling of materials, plant, excavated material or any other construction related infrastructure shall be allowed in locations that may interfere with the operations of the Employer and the public in general.

C3.1.6 CONSTRUCTION PROGRAMME

In order to ensure a clear understanding, at the inception of the Contract, of the programming and documentation format requirements, the Contractor shall appoint a project programmer/planner for liaison during the Contract. The Contractor shall for the Contract Period provide and regularly update (maximum monthly) a Contract Programme. The programme shall at minimum contain:

- a) Time Scale (minimum):

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- i) Days, where the period does not exceed three months. Weeks, where the project period exceeds three months.
 - ii) Months, where the period does not exceed one year.
 - iii) Years, where the project period exceeds one year.
- b) Tasks: Where phases or stages are anticipated, this shall be the highest level of division and all tasks related to the successful accomplishment of that phase of the area shall be grouped. Resources allocation and task dependency shall be indicated.
- c) Start and Finish Dates: All tasks shall have specific start and finish dates.
- d) Critical Path: All tasks forming the programme line that will establish any delays in the overall Contract Period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.
- e) Progress Tracking: The Contractor shall be required to periodically indicate progress per task graphically and on a percentage basis.
- f) Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme.

No deviation from the approved sequence of construction shall be accepted without prior written approval.

The programme shall not be in the form of a bar chart only, but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant is to be used, as well as the anticipated earnings for the various sections of work.

NOTA BENE: A Contract programme shall be submitted to the Employer's Agent no later than 14 days after Contract Commencement Date.

The Contractor shall provide the Employer's Agent with a method statement indicating the manner and sequence in which he intends to construct the works, for each work area, with the program. In the method statement the Contractor must address at least the following items:

- a) sequence of the works for the relevant works area;
- b) target dates for the tasks identified in sequence of the works for the relevant works area;
- c) materials requirements;
- d) construction Plant to be used;

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- e) services affecting construction; and
- f) any factors that could affect construction progress after commencement.

The method statement must be approved by the Employer's Agent before commencement of construction. In order to minimize the impact on traffic, pedestrians and business the Contractor will be required to segment the works in such a manner that no portion of the works is more than one day ahead of the following position. These segments of the works shall be clearly defined in the Contractor's method statement for each work area.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the program or if the sequence of operations is altered, or if the program is deviated from in any other way, the Contractor shall, within one week after being notified by the Employer's Agent, submit a revised program.

If the program is to be revised by reason of the Contractor falling behind his program, he shall produce a revised program showing the modifications to the original program necessary to ensure completion of the Works or any part thereof within the time for completion. Any proposal to increase the rate of work must be accompanied by positive steps to increase production by providing more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the program or revised program shall be sufficient reason for the Employer to take steps as provided for in the Condition of Contracts.

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

C3.1.7 GENERAL INFORMATION

C3.1.7.1 Drawings

The reduced drawings contained in Annexure C5.2 that form part of the Tender document shall be used for Tender purposes only. Further drawings are to be provided on an on-going basis by the Employer's Agent.

Any information in the possession of the contractor, which the Employer's Agent requires to complete the as-built drawings, shall be supplied to the Employer's Agent before a certificate of completion will be issued.

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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.

C3.1.7.2 Power, Water 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 of providing these services will be deemed to be included in the rates and amounts Tendered for the various items of work for which these services are required.

C3.1.7.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water in consultation with the councillors and the municipality.

Provision is made in these specifications for the erection of a security fence around the site offices. 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 the employer will consider no claims in this regard.

C3.1.8 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

C3.1.8.1 Construction Before Traffic Accommodate

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

C3.1.8.2 Construction in Confined Areas

In certain areas, the contractor may work in confined areas with limited working space. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts Tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in 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 payment be considered on account of these difficulties.

C3.1.8.3 Existing Services

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Several services exist along the road reserve. The exact location of some of services is not known and the contractor will at all times be required to contact the relevant service owners. The contractor is required to exercise extreme caution in his construction activities until the exact position of all services in the vicinity has been established. It is expected that in some cases final decisions will have to be made on site as to the protection of services.

C3.2.2 EMPLOYER'S DESIGN

The Employer will be responsible for the design of the work to be executed under this project, except where it is explicitly stated in the Project Specification that another party is responsible for any portion of the design.

C3.3 PROCUREMENT

C3.3.1 REQUIREMENTS

The contractor shall be required to adopt labour-based techniques through the full spectrum of the works with the proviso that the Clients specific objectives regarding TIME & Quality are in no way compromised. Maximisation of employment shall be of the essence on this contract.

Together with their tenders, all Tenderers are required to submit a comprehensive implementation plan clearly stating the labour content & number of jobs that shall be created.

The employment of labour shall be reflected in a programme in sufficient detail to enable the Employer's Agent to monitor & compare it with the implementation plan.

The contractor shall be required to submit employment data on a monthly basis to the Employer's Agent.

C3.3.2 PARTICIPATION AND ADVANCEMENT OF START-UP, SMALL AND MICRO ENTERPRISES

The Makhuduthamaga Local Municipality has identified job creation and access to procurement opportunities by Start-ups, Small and Micro enterprises (SMMEs) as an essential requirement towards building an economically viable Area. In this regard the following definitions are applicable

"Start-up Enterprises" means an enterprise that has been in existence and operating for less than two years.

"Small Enterprises" means an enterprise that has a CIDB grading designation of 1 or 2.

"Micro Enterprises" means an enterprise that has a CIDB grading designation of 3.

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“Locally based SMMEs” means enterprises that have their operational base in the ward in which the project is to be executed or, alternatively, the members of the enterprise are resident in the particular ward. Should suitable locally based SMME contractors as defined above not be available in the particular ward, then they shall be sourced from adjacent wards.

It is a condition of this tender that the successful contractor is required to subcontract a minimum value of work as follows:

- If it is established that the SMMEs are sufficiently resourced to execute the proposed works as a complete package the Contractor may conclude full sub-contract agreements with locally based SMMEs to a minimum value of 10%.
- If it is established that the SMMEs are insufficiently resourced to execute the proposed works as a complete package the Contractor may conclude contracts on a management/labour only basis in which event a minimum of 5% of the value of the works is to be sub-contracted. The onus is on the Contractor to prove to the Employer that no fully fledged SMMEs are active in the area of the project. In this case, the contractor must submit a proposal with his tender on how he intends to advance the growth of the SMME's involved in this contract.

The form of contract to be used with SMMEs is the SAFCEC General Conditions of Sub-Contract for Civil Works. The Contract Data must record the specific requirements in respect of penalties, retention and payment. With regard to the latter, the Contractor is to allow for fortnightly certificates from the SMMEs and for payment to the SMMEs to be effected within 7 days of certification.

In order to achieve the goals of this policy and to ensure that the SMMEs are treated fairly and given every opportunity to advance their business whilst delivering a successful project, the Contractor is to note the following and provide for any cost that may be associated therewith.

- If appropriate, the SMME bill of quantities is to provide for market related P&G items in order that the SMME may be compensated for any unforeseen delays or events that impact on his ability to complete his works.
- The Contractor will be expected to have clearly specified the programme dates to the SMME sub-contractor and these dates are to be included in the contract of agreement between the two parties. The Contractor is to monitor the SMME sub-contractor's progress against the programme and hold progress meetings with the SMME sub-contractor where minutes are to be kept and signed off by both parties.
- The Contractor is to assess the skills of the SMME sub-contractor and provide the relevant support and training where it is necessary in order for the SMME sub-contractor to complete the works to programme, budget and specification. The Contractor will be expected to provide

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on-site training to the SMME sub-contractor that will ensure that the SMME sub-contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the project.

- The Contractor is responsible for safety compliance on the project and will assist the SMME sub-contractor in all aspects to achieve safety compliance, that will include:

- a) Assisting the SMME sub-contractor with developing their safety files, legal appointments, etc
- b) Assisting the SMME sub-contractor with achieving safety on site.
- c) Having toolbox talks with the SMME sub-contractor employees on a daily basis.
- d) Providing all safety equipment and signage.
- e) Providing safety training where necessary.

- The Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the SMME sub-contractor. The Contractor will be expected to monitor the SMME sub-contractor's works for quality compliance and provide all the necessary support to the SMME sub-contractor in order to achieve quality requirements. The Contractor is to ensure that if the SMME sub-contractors' quality of works does not achieve specification the Contractor will assist the SMME sub-contractor to achieve specification and not allow the works to continue until the quality requirements are achieved.

- The Contractor is to generate monthly reports for the Makhuduthamaga Local Municipality that includes the following:

- a) SMME sub-contractor resources on the site, i.e., supervisors, labour, plant tools and equipment
- b) SMME sub-contractor progress of works on site.
- c) SMME sub-contractor quality control on site.
- d) SMME sub-contractor expenditure on the project versus target expenditure.
- e) Copies of minutes of the SMME sub-contractor and Contractor progress meetings.
- f) Concerns and improvements to be made.

The Tenderers are to price the works to achieve full compliance with the above requirements. Failure of the Contractor to achieve these requirements may result in the municipality

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enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.

C3.4 CONSTRUCTION SPECIFICATIONS

C3.4.1 PART A: GENERAL

A1 MISCELLANEOUS

The Construction Specifications form an integral part of the contract documents and supplement the Standard Specifications.

In the event of any discrepancy with a part or parts of the Construction Specifications, the Standard Specifications, the bill of quantities or the drawings, the Construction Specifications shall take precedence.

The Standard Specifications (Part B) which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

A2 PLANT AND MATERIAL SUPPLIED BY EMPLOYER

None

A3 CONSTRUCTION EQUIPMENT SUPPLIED BY EMPLOYER

None

A4 SITE ESTABLISHMENT

No specific campsite has been earmarked for this contract and it will be up to the Contractor to make the necessary arrangements for a suitable campsite.

The Contractor is however required to obtain approval of his choice of campsite from the Employer's Agent.

Once the Contractor has chosen a site, he will be required to make all necessary arrangements for water, telephone and power connections with the relevant service owners in the area.

A5 SITE USAGE: ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

a)The Contractor shall be responsible for the construction of the deviations for the accommodation of traffic. In all cases shall the existing number of traffic lanes and possible movements of traffic be retained.

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The Contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment following on inconvenience caused by or as a result of the modus operandi to be followed will be considered.

- b) The traveling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- c) Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the Employer's Agent to stop the works until the road signs, etc. have been repaired to his satisfaction.
- d) The Contractor may not commence constructional activities before adequate provision has been made for accommodating traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- e) The Contractor shall submit proposals in connection with directional signs to the Employer's Agent for approval.
- f) The Contractor may not construct any deviations without the written approval from the Employer's Agent.

A6 PERMITS AND WAYLEAVES

The Employer's Agent shall obtain wayleave conditions from the services agencies listed below and issue a package of such conditions to the Contractor to obtain the main wayleave from Sekhukhune District Municipality before construction commences.

- Eskom and
- Telkom
- Neotel
- MTN
- Vodacom
- DFA

A7 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATION TO EXISTING WORKS

The Contractor must satisfy himself that the dimensions accuracy, alignment, levels and setting out of the existing road, structures or components thereof are compatible with the proposed Works and must notify the Employer's Agent where this is not the case.

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A8 INSPECTION OF AJOINING PROPERTIES

The Contractor together with the Employer's Agent must inspect all adjacent properties for defects, cracks etc. before commencing with the works that may have a potential to damage surrounding buildings and properties. Notes and photographs must be taken to record any existing defects prior to the commencement of the works.

A9 WATER FOR CONSTRUCTION PURPOSES, POWER SUPPLY AND OTHER SERVICES

The Contractor shall make all his own arrangements concerning the supply of construction water, electrical power and all other services. No direct payment will be made for the provision of such 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.

A10 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Contractor must check all survey control beacons indicated on the drawings before commencing with the works and must notify the Employer's Agent of any discrepancy.

A11 CONSTRUCTION IN CONFINED AREAS

a) It may be necessary for the Contractor to work within confined areas. Apart from the case of the exceptions described in this subclause, no additional payment will be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may reduce to as little as zero and the working space may be confined. The method of construction in these confined areas will depend largely on the Contractor's constructional plant. However, the Contractor shall note that measurement and payment will be in accordance with the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions that the tendered rates and amounts shall be deemed to include full compensation for any special equipment and construction methods or for any difficulty encountered in 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.

b) Additional compensation for work in confined areas will be paid in the following cases, provided that provision has been made expressly therefore in the Construction Specifications and in the Bill of Quantities:

- i). For fill in restricted areas at structures as specified in clause 6108.
- ii). For portions of road rehabilitation work for which provision has been made in the relevant clauses and payment items of series the Special Provisions. (Additional compensation for work in confined areas.)

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A12 TRAINING

Technical skills training shall be provided by the Contractor to all local labour involved in the Contract to enhance their development, and to assist in the empowerment of the local communities. Part G of the Construction Specifications deals specifically with matters regarding training, and a payment item for that is included in Clause B 1231 of Part B2 of the Construction Specifications. Training also be reported on the EPWPRS, accredited or non-accredited to be reported

A13 USE OF LOCAL RESOURCES

The major objective of this Contract is the optimum use of local resources as required by the Department of Labour's Special Public Works Programme (Government Notice No R63 of 25 January 2002)

One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods.

A14 LABOUR-OPTIMISING CONSTRUCTION ACTIVITIES

a) General

The portions of the Works listed in Subclause (b) below shall, unless otherwise instructed by the Employer's Agent, be constructed under this Contract using labour-optimising construction methods only.

In respect of those portions of the Works which are not listed in Subclause (b), the construction methods adopted and plant used shall be at the discretion of the Contractor, provided always 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.

b) Operations to be executed using labour-optimising construction methods.

The following portions of the Works are suitable to be executed using labour-optimising construction methods:

- (i) Clearing and grubbing the site and borrow areas.
- (ii) Removing and grubbing large trees and tree stumps.
- (iii) Clearing and grubbing at inlets and outlets of hydraulic structures.
- (iv) Cleaning hydraulic structures.
- (v) Excavations for all open drains, culverts, inlet and outlet structures, concrete structures, fence posts, road sign posts and guardrail posts.

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- (vi) Constructing catch water banks and mitre banks.
- (vii) Constructing culvert inlet and outlet structures as well as cast in situ slabs, including all masonry work and minor precast work. All concrete for such work shall be mixed by hand or by hand-driven mixing machines.
- (viii) Backfilling and compaction of all excavations.
- (ix) Removal of oversize material.
- (x) Removing existing concrete and masonry work, irrespective of class and type.
- (xi) Stone pitching and erosion protection.
- (xii) Finishing off borrow areas in specified areas allocated for labour-intensive construction.
- (xiii) Finishing off cut and fill slopes.
- (xiv) Cleaning of formwork
- (xv) Formwork stripping
- (xvi) Concrete paving
- (xvii) Rubbing down of concrete surface
- (xviii) On-site handling of materials (e.g., formwork, re-bar, concrete, etc.)
- (xix) Finishing the approaches and approaches reserve.
- (xx) Treatment of old roads and temporary diversions

A15 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOYMENT OF THE CONTRACTOR

a) The Contractor shall limit the use on the Works of his permanently employed personnel to that of key personnel only (as defined in Part F of the Construction Specifications) and shall, subject to the further provisions of the following parts of the Construction Specifications -

- i) Part F - Provision of the temporary workforce,
- ii) Part G - Provision of structured training,

Execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

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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 in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this subclause, 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 proven 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, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for 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.

iii) Any other circumstances which the Employer's Agent may deem as constituting a warrant.

C3.4.2 PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS

B1. STANDARD SPECIFICATIONS

The Standard General and Technical Specifications for Roadwork's shall be the COLTO - Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on road and bridge contracts and may therefore cover items of work not encountered in this particular contract.

The Contractor is responsible for ensuring that he is thoroughly familiar with all the amendments and corrections before submitting his tender.

B2. CONSTRUCTION SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

The Standard Specifications provide, in certain clauses, for a choice to be specified in the Construction 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

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Construction Specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the Construction 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 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.

B3. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following:

Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the site or any authority working on any such services, nor will any delays caused by such workings be accepted as a basis for claiming an extension of time for completing the works.

All known existing services and those services which require relocation and protection, are shown on the drawings. The Contractor's attention is drawn to the fact that this schedule is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed. The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services.

In general the Employer's Agent may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Employer's Agent such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Contractor of his responsibility in terms of the works.

B1204 : PROGRAMME OF WORK

Insert the following before the first paragraph:



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A network-based programme in accordance with the precedence method shall be provided by the Contractor showing the various activities in such details as may be required by the Employer's Agent. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Employer's Agent to apply a programme based on his own assumptions for the purpose of evaluating claims for extension of time for completion of the works, or for additional compensation.

B1206 : SETTING OUT OF WORK AND PROTECTION OF BEACONS

Add the following after the third paragraph of clause 1206 :

Permanent beacons and reference pegs will be provided.

Add the following to clause 1206 :

The Contractor shall supply and maintain for the use of the Employer's Agent and his representative during the course of the contract, an approved automatic level, a 5 meter telescopic levelling staff, a 50 meter steel tape and ranging rods, all in good condition and adjustment. A single minute tachometer in good condition and adjustment shall be made available to the Employer's Agent or his representative on request. Whenever called upon to do so, he shall provide two staff and instrument men for the purpose of assisting the Employer's Agent or his representative.

The Contractor shall provide, free of charge, sufficient labour to the Employer's Agent or his representative for measuring, leveling, testing or other work of a short duration which may be necessary during the course of the contract. At least one literate employee shall be available on request.

B1207 :NOTICES, SIGNS AND ADVERTISEMENTS

Add the following:

Details of the signs required in terms of the Standard Specifications are shown overleaf.

Sign Boards to include EPWP Logo

B12.09 : PAYMENT

b) Rates to be inclusive

Add the following to the first paragraph:

VAT shall be excluded from the tendered rates and sums and provided for as a lump sum in the summary of the Bill of Quantities.

Add the following sub-clause:

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g) Payment certificates

With reference to subclause 49 (1) of the General Conditions of Contract, the Engineer's Certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Employer's Agent. The cost of duplicating and delivering copies of the Engineer's Certificate to the Contractor, the Employer's Agent and the Employer shall be borne by the Contractor. The Employer's Agent and the Employer shall require four sets of A4-sized paper copies in total.

B1215 : EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following:

If during the time for completion of the works or any extension thereof abnormal rainfall or wet conditions shall occur then an extension of time in accordance with clause 42 of the GCC hereof shall be granted by the Employer calculated in accordance with the formula given below for each calendar month or part thereof.

$$V = (N_w - N_n) + ((R_w - R_n)/X)$$

V Extension of time in calendar days in respect of the calendar month under consideration.

N_w Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.

N_n Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.

R_w Actual rainfall in mm recorded for the calendar month under consideration.

R_n Average rainfall in mm for the calendar month as derived from existing rainfall records.

For purposes of the contract N_n, R_n, X and Y shall have those values assigned to them in the Contract Data and/or the Specification

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month to be calculated using pro rata values of N_n and R_n.

This formula does not take account of flood damage that could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (N_w - N_n) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (R_w - R_n)/X shall be

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considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

(i) The following average rainfall figures are applicable:

Y = 10 mm/24 hour day

X = 20 mm

Nn = Actual number of days during the calendar months in which a rainfall of more than Y mm has been received

Rn = Average monthly rainfall

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Employer's Agent's approval, but access to the measuring gauge(s) shall be under the Employer's Agent's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

B1219 :WATER

Add the following to clause 1219:

Water shall be provided by the local municipality. Rates and points are to be arranged between themselves and the Contractor, but the position of the Employer (or his agent) as a supplier of water shall be identical to that of other suppliers and quite separate from his position as Employer under the contract. As in the case of a supplier, a failure on the part of the Employer (or his agent) to supply water will not relieve the Contractor of any of his obligations under the Contract, nor in respect of any such failure shall the Contractor have any claim under the Contract against the Employer.

B1230 :SPOIL AREA

The Contractor shall make his own arrangements for the provision of a suitable place off the site for the disposal of material obtained from excavations, demolition, clearing and grubbing, the demolition of boundary walls and rock cuttings. The rates in the Bill of Quantities are to include all costs or fees payable to cover the disposal at the dumping site.

B2230 : TRAINING

Structured training shall be provided to temporary personnel involved in the contract in accordance with the provisions set out in Part G. The selection of the candidates will be approved by the Employer's Agent, the representatives of the local communities and the Employer's Representative in the area, subject to the required entrance levels. All training courses must be offered through approved accredited training organizations.

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The Contractor shall provide the following for the training:

- a) Electrified venue with sufficient lighting and furniture
- b) All necessary stationary, consumables and study material
- c) Transport to and from the training venue
- d) Wages for candidates attending technical skills training during working hours
- e) Payment to approved training organizations for the provision of training.

Training also be reported on the EPWPRS, accredited or non-accredited to be reported

B4. SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B 1302 :GENERAL REQUIREMENTS

Add the following to clause 1302(a) :

No specific campsite has been earmarked for this Contract and it will be up the Contractor to make his own arrangements with the council or property owners for a suitable camping site. (Possible sites will be indicated during the site inspection.)

It is a requirement of the Contract that the Contractor shall erect a security fence around the campsite with a six-metre double leaf security gate. The security fence shall be at least two metres high, be clad with diamond mesh, have sufficient secure straining posts and lateral wire supports and shall have a functional and presentable appearance.

The Contractor is to clear and maintain a two metre wide strip within the camp along all boundaries of the camp. No plant, material, sheds or buildings will be permitted within the two metre wide cleared area.

Proper latrines shall be provided at each construction area. The latrines shall be regularly and properly maintained and shall be removed on completion.

The tendered rates and amounts for the relevant items in the schedule of quantities shall include full compensation for all additional costs which may arise from complying with the above requirement. Claims for additional compensation will not be considered.

The Contractor is duly warned that the proposed site for a possible campsite may be within and adjacent to occupied residential erven and the temporary use thereof is subject to all normal bylaws, The Contractor may not house any employees other than the night watchmen (maximum of two) on the camp site.

B1302 d: LIAISON OFFICER

- a) Appointment

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The Contractor shall if instructed to do so appoint a Liaison Officer or Officers after consultation with the local community, the Employer's Agent and the Employer. The Liaison Officer(s) 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.

b) Duties for the Liaison Officer

The Liaison Officer(s) shall

- (i) be available in Site daily between the hours agreed on by the Contractor, the Employer and the Employer's Agent from time to time;
 - (ii) determine, in consultation with the Contractor, the needs of the temporary Labourers for relevant skills Training. He is responsible for the identification of suitable trainees and shall attend one of each of the training sessions,
 - (iii) communicate with the Contractor and the Employer's Agent to determine the labour requirements with regard to numbers and skills,
 - (iv) assist in maintaining relations, and when applicable partake in labourer grievance and dispute procedures,
 - (v) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register,
 - (vi) attend all meetings in which the local community and/or labourers are present or are required to be represented,
 - (vii) assist in the identification, and screening of labourers from the local community in accordance with the Contractor's requirements,
 - (viii) 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,
 - (ix) attend disciplinary proceedings to ensure that hearings are fair and reasonable,
 - (x) keep a daily written record of his interviews and community liaison activities,
 - (xi) carry out specific tasks ordered by the Employer's Agent,
 - (xii) perform such other duties as required and agreed upon between all parties concerned.
- c) Remuneration

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The remuneration of the Liaison Officer(s) shall be determined jointly by the Contractor, the Employer's Agent and the Employer.

The Liaison Officer(s) shall only be employed and paid for the period in which the duties of a Liaison Officer are required as agreed on by the Employer's Agent and the Contractor.

A Prime Cost Sum is provided in the Bill of Quantities to cover the remuneration of the Liaison Officer(s).

B1303 :PAYMENT

Item	Unit
B13.04 Training:	
a) Technical skills	Prov. Sum

Payment under subitems B13.04 (a) shall be the amounts actually paid to the training institutions and shall be made in accordance with the provisions of the General Conditions of Contract.

The lump sum tendered for subitem B13.04 (a) shall include full compensation for the provision of a suitable training venue, for all necessary lighting, furniture, stationary, consumables and study material, and for transportation of the workers to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

(i) The first instalment, 75% of the lump sum, will be paid after the Contractor has met all his obligations regarding the provision of the training venue as specified.

(ii) The second and final instalment, 25% of the lump sum, will be paid after the Contractor has met all his obligations regarding the provision of all the training programmes specified in the document.

The percentages tendered for subitem B13.04.02 shall be the percentages of the amounts actually reimbursed to the Contractor under subitems B13.04 (a) and shall be in full and final compensation in respect of the Contractor's handling costs, profit, mentoring, record keeping, reporting and all other charges in connection with providing the services."

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B5. SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL

B1402 : OFFICES AND LABORATORIES

a) General

Add the following:

"All offices and laboratories shall be supplied with approved burglar proofing."

b) Offices

Add the following subsubclauses:

"xv) Steel plan cabinets shall be able to accommodate two hundred A0 sized drawings hanging vertically from approved holders."

B1403 : HOUSING

Add the following:

"The Contractor is not required to provide any housing for the Employer's Agent's supervisory staff as set out under clause 1403 (a), (b), (c) and (d).

B1404 : SERVICES

c) Maintenance

Replace the contents of this subclause with the following:

The Contractor shall supply all labour, equipment and materials required for keeping the offices, laboratories and carports in a neat and clean conditions and shall immediately undertake any repairs, requested by the Employer's Agent to the offices laboratories and carports.

d) Laboratories

Add the following:

It is a requirement of this Contract that all testing shall be carried out by SANAS accredited laboratory.

B6. SECTION 1500 : ACCOMMODATION OF TRAFFIC

B1502 : GENERAL REQUIREMENTS

b) Providing temporary deviation

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Add the following:

"The Contractor shall keep the traffic department fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes."

- e) Access to properties

Add the following:

Should the Contractor require, and the Employer's Agent agrees in writing to the temporary closing of any street, road, footpath or entrance, then the Contractor shall give notice (seven days in advance) of the intended closure and its probable duration to the occupiers of premises along the route affected and the Contractor shall punctually, re-open the route at the time agreed to by the Employer's Agent.

Add the following subclauses:

B7. SECTION 1700 : CLEARING AND GRUBBING

B1702 : DESCRIPTION OF WORK

- a) Clearing

Add the following after the first paragraph :

Where shown on the drawings or instructed by the Employer's Agent, existing brick or concrete structures shall be demolished and all rubble removed and disposed of at approved dumping sites provided by the Contractor in accordance with the Employer's Agent's instructions.

B1703 : EXECUTION OF WORK

- a) Areas to be cleared and grubbed

Delete "normally" in the second line of the second paragraph.

- c) Disposal of material

Replace the second paragraph with the following:

The Contractor shall dispose of all trees, tree stumps, rubble and all non-combustible rubbish at approved dumping sites provided by the Contractor.

C3.4.3 PART C : OCCUPATIONAL HEALTH AND SAFETY

C1. OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION



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CONTENTS**C1.1 INTRODUCTION****C1.2 SCOPE****C1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS****C1.4 OPERATIONAL CONTROL****C1.1 Introduction**

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, MAKHUDUTHAMAGA LM, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1 below and in the Construction Regulations, 2014. This specification has as objective to ensure that Principal Contractors entering into a Contract with the MAKHUDUTHAMAGA LM achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C1.3 General Occupational Health & Safety Provisions**a) Hazard Identification & Risk Assessment (Construction Regulation 7)****(i) Risk Assessments**

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Risk Assessment headings that have been identified as possibly applicable to the abovementioned contract work are listed below. The information is, by no means, exhaustive and is offered as assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Employer before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(iii) List Of Risk Assessments

- Clearing and Grubbing of the area/site
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- Dealing with existing structures

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- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Health risks arising from surroundings as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment including:
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- Excavations including:
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Loading and offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller

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- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles and mobile plant
- Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Backfilling of trenches
- Use of explosives
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation.

b) Legal Requirements

All Contractors entering into a Contract with the MAKHUDUTHAMAGA LM shall, as a minimum, comply with the:

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times.
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

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* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 7 he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatory" in his agreement with such Contractors.

*Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

*A full time Safety Officer

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations.

Copies of appointments must be submitted to the MAKHUDUTHAMAGA LM together with concise CV's of the appointees.

(iii) Training and Competence

The contents of all training required by the Act and Regulations shall be included in the Principal Contractor's OH&S plan. The Principal Contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited Service Providers shall be used for OH&S training. The Principal Contractor shall ensure that his and other Contractors' personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

d) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to the MAKHUDUTHAMAGA LM for record keeping purposes.

e) Public Health & Safety (Section 9 of the OH&S Act)

The Principal Contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes Non-employees entering the site for whatever reason, the surrounding community and Passers-by to the site.

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f) Accommodation of Traffic

The contractor shall develop a Traffic management Plan (to include Traffic Control Plans ("TCP") and Vehicle Movement Plans)

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual as modified to suit site conditions.

The Traffic Management Plan shall be communicated to stakeholders in the municipality and community as follows: Large information sign at outside the entrances of the site will provide details of the project, including: Description of the Works, Duration of the Works, Proposed Start and End Dates of the Works, Contact details of the Site Manager.

The contractor shall pay specific attention to the accommodation of pedestrian traffic along the cross roads where the safety of pedestrians could be compromised as a result of the works.

Where pedestrians have to cross the site, the contractor shall ensure that the pedestrians are safeguarded and shall be able to cross the site without being endangered. The pedestrians should not be able to enter areas where works are taking place.

g) Operational Procedures

Each construction activity shall be assessed by the Principal Contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the Principal Contractor:

- to be conversant with Construction Regulations
- to comply with their provisions, and
- Include them in his OH&S plan where relevant.

h) Emergency Procedures

Simultaneous with the identification of operational procedures, the Principal Contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the Principal Contractor's OH&S plan.

i) Personal & Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The Contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

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Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply Employer's Agenting and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the Contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed, but an alternative solution has to be found that may include relocating or discharging the employee.

The Principal Contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

j) Accidents and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register listed in paragraph 2.4.1.

The Principal Contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Reporting: The Contractor shall provide the Makhuduthamaga LM with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

k) Checking, Reporting and Corrective Actions

1. Monthly Audit by Client (Construction Regulation 5)

Makhuduthamaga LM will conduct monthly audits to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S plan.

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2. Other Audits and Inspections by the Makhuduthamaga LM

Makhuduthamaga LM reserves the right to conduct other ad-hoc audits and inspections as deemed necessary. This will include site safety walks.

3. Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S management system as well as with this specification.

4. Inspections by OH&S Representative's and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle,

plant and machinery drivers, operators and users must conduct daily inspections before start-up.

5. Recording and Review of Inspection Results

All the results of the above-mentioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

C1.4 COVID – 19 Safety Plan

The Contractor shall be responsible for the Health & Safety on all construction/maintenance and health and safety requirements of any activities may not be compromised during the time of COVID-19 Pandemic. If any activity cannot be undertaken in a health and safety manner due to lack of suitable qualified personnel being available or social distancing being implemented, the activity should not commence. The Contractor shall prepare a COVID-19 Safety Plan, in accordance with the COVID-19 specifications prepared by the Occupational Health and Safety Agent. The COVID-19 shall be compliant with the following regulations & guidelines:

1. The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety Act, Act 85 of 1993 in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 and the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.

2. The OHS Act read with the Hazardous Biological Agents Regulations requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). However, in the case of COVID19,

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a combination of controls is required, although the main principle is to follow the hierarchy of controls.

3. Section 14 of the Occupational Health and Safety, (OHS) Act obliges employees to take reasonable care for health and safety of him- or herself and others who may be affected by their acts or omissions. This obliges employees to comply with any duty or requirement imposed by the employer or any other person by OHS Act to co-operate with the employer or person to enable that duty or requirement to be performed or complied with. Employees are also required by OHS Act to carry out lawful orders and obey the health and safety rules and procedures laid down by his employer or by anyone authorized by his employer in the interest of health and safety.

COVID -19 Risk Assessment

The HIRA methodology is to provide specific focus on COVID-19 and adapt the measures required and taking into account the specific circumstances of the workplace. The Contractor must focus on the identification of different exposure level, high contact activities and identification of vulnerable workers e.g. immunocompromised employees and employees 60 years and above and special measures for their protection, including protection against unfair discrimination or victimization.

COVID-19 START UP - CONSTRUCTION CHECKLIST

Phase 1 – Pre-Construction

Yes / No	Proof
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Upon receiving an instruction to commence with the works. The Contractor must obtain trade certificate with CIPC required and essential permits for all employees signed. (visit bizportal for certificate and essential staff permit Form 2 Annexure A)

COVID-19 Ready Workplace Plan including:

- ☐ The planned date the construction site to start;
- ☐ The hours it will be open
- ☐ A timetable programme, indicating the how the construction teams will be allocated work to ensure and enable appropriate measures to be taken to avoid and reduce the spread of the virus;
- ☐ List of employees who can work from home, employees who are 60 years or older and those with comorbidities.
- ☐ Proof of Appointment of a COVID-19 compliance officer responsible for the duties as outlined in regulation 16(6) of the said Notice COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020

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Deep cleaning at Construction site, site offices, working areas, ablution facilities, welfare facilities, eating facilities, hand washing facilities, confined spaces.

Security Access Controls implemented and register for all entries and exits on site.

Availability of Sanitizer (with at least 70% alcohol content), sufficient clean water and soap on site for all employees

Risk assessment to identify the potential health hazards that employees and other affected persons are or may be exposed to during the construction process and identify the appropriate risk mitigation measures.

All medical certificates of fitness are still valid. Provide list and schedule of timeframe for invalid.

Safe working procedure identifying potentially infected employees, sub-contractors, visitors and suppliers, the management of exposure to COVID-19 and a response plan.

Dedicated eating areas identified within Social Distancing requirements.

Register available for all employees with the following information included:

- o Age of Employees
- o Health status – (High risk immunocompromised)
- o Socio economic status/Unskilled Labour
- o Accommodation
- o Cross borders/towns/cities

Medical Surveillance Programme and Procedure in place, communicated and implemented.

Communication with workforce by mean of:

- o Awareness training
- o Toolbox talks/Daily briefings
- o Policies and procedures
- o Safety work methods
- o Employee wellness programme
- o Good Hygiene Practices

Full time registered Safety Officer and site supervisor appointed on site to ensure Social distancing practices are adhered to.

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Appointment of COVID-19 Compliance Officer under Regulation 16(6)(a) of the Disaster Management Act to oversee the implementation of the Work place plan and adherence to the standards of hygiene and health protocols relating to COVID-19 at the work place

Transportation arrangement procedure of employees to, from and on sites.

Accommodation arrangement procedure for employees

Waste Management plan and bins

Items included in the Bill of Quantities:

- o COVID-19 OHS Plan
- o COVID -19 Risk Assessment
- o Signage & Decals – COVID-19
- o Face masks – according to Government requirements for different exposure – according to risk assessment.
- o Surgical gloves – security & cleaning staff
- o Safety Goggles for screening persons
- o Screening
- o Non-contact Thermometers
- o Facility preparation – COVID-19 Safe
- o Hand sanitizer 70% alcohol content

Day 1 – Start-up Yes / No Proof

Declaration form of travelling before commencing to work completed and signed by employees.

Safe Working Procedures communicated with the workforce before entering the site re Medical Surveillance, Screening, Social distancing requirements and site rules.

Safe working procedure for Screening of employees before entering the workplace and what frequency.

Safe Working Procedure implemented for employees arriving at work with a temperature or other symptoms of COVID-19.

Issuing of PPE (all workers to wear cloths masks or homemade item to cover the mouth and nose at all times if not wearing task specific PPE)

Induction training must be conducted in a well-ventilated area in smaller manageable groups.

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- o The induction should include the following but is not limited to the list
- o The safe usage and disposal of PPE (Dust masks and gloves)
- o Emergency procedures
- o COVID-19 Awareness
- o Social distancing rules
- o Site Rules

Awareness Posters displayed and signage around the workplace on keeping at least 1.5 meters social distancing.

Social distancing 1.5 meters rule applied by application of decals in site office and working areas.

Safe working procedure for Chemical storage and preventative measures to prevent cross-contamination.

Chemical stored in container on site clearly marked and stored according to manufacturer's Material Safety Data sheet – Deep cleaning disinfectants and Sanitizers. (MSDS/SDS to be available on site)

Alcohol and Drug Testing procedure.

Ablution facilities procedure addressing high risk areas and preventative controls implemented.

Emergency Plans implemented and communicated, and numbers displayed.

Specialized work activities identified.

Screening before entering the site

- o screen workers, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing)
- o Employees to immediately inform the employer if they experience any of the symptoms.



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C1.5 Measurement and Payment

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Item	Unit
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C1.1 Contractor's initial obligations in respect of the

Occupational Health and Safety Act and

Construction Regulations.....	Lump Sum
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The full amount will be paid in one instalment only once:-

- a. The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- b. The contractor has made the required initial appointments of employees and sub-contractors.
- c. The client has approved the contractor's Health and Safety Plan.
- d. The contractor has set up his Health and Safety File.

Item	Unit
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C1.2 Contractor's time related obligations in respect

of the Occupational Health and Safety Act and

Construction Regulations.....	Month
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The tendered monthly amount shall represent full compensation for that part of the contractor's General obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item B1.1 has been made.

Item	Unit
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C1.3 Submission of the Health and Safety File	Lump Sum
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The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his 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 on this specification to the Client's satisfaction.

The OH&S File (Construction Regulation 7)

As required by Construction Regulation 7, the Principal Contractor and other Contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 4)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Copy of Construction Regulation 2014
- Copy of Project Safety Specification
- Proof of registration and good standing with COID Insurer (Construction Regulation 4(g))
- Induction Training Manual
- Induction training Attendance Register
- Toolbox talks Manual
- Toolbox talks Attendance Register
- PPE(with EPWP Logo) Issue Register
- Legal appointments (Include CV's' ID's and Proof of competencies)
- Medical Fitness Certificates (Issued by an occupational health practitioner) for all site workers including Managers _Include ID's and Next of kin details (Construction Regulation 4)
- OH&S plan agreed with the Client including the underpinning risk assessment/s, safe work procedures, and method ^[1]_{SEP} statements (Construction regulation 7)
- OHS Structure / Organogram

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- OHS Policy
- Evacuation / Emergency preparedness procedure
- Emergency Contact Numbers
- Traffic Management Plan
- Fall Protection Plan
- Copies of OH&S committee and other relevant minutes
- Designs/drawings
- A list of Contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (section 37(2))
- Appointment/designation forms Registers as follows:
 - Accident/Incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register
 - Construction vehicles and mobile plant inspections by controller^[11]_[SEP]
 - Daily inspection of vehicles, plant and other equipment by the operator/driver/user
 - Excavations inspection^[11]_[SEP]
 - Explosive powered tool inspection, maintenance, issue and returns register (incl. cartridges and nails)^[11]_[SEP]
 - Fall protection inspection register
 - Hand Tools register
 - PPE use register^[11]_[SEP]
 - First aid box contents^[11]_[SEP]
 - Fire equipment inspection and maintenance
 - Hazardous chemical substances record^[11]_[SEP]
 - Ladder inspections^[11]_[SEP]
 - Lifting equipment register
 - Machinery safety inspection register (incl. machine guards, lock-outs etc.)
- Stacking and storage inspection



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- Inspection of vessels under pressure
- Inspection of work conducted on or near water
- All other applicable records including safety officer reports.

C3.4.4 PART D : ENVIRONMENTAL MANAGEMENT PLAN

D1. ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

D1.1 SCOPE

D1.2 DEFINITIONS

D1.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

D1.4 LEGAL REQUIREMENTS

D1.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

D1.6 TRAINING

D1.7 ACTIVITIES/ASPECTS CAUSING IMPACTS

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D1.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

D1.9 RECORD KEEPING

D1.10 COMPLIANCE AND PENALTIES

D1.11 MEASUREMENT AND PAYMENT

D1.1 Scope

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Client in writing for approval.

The EMP identifies the following:

- Construction activities that will impact on the environment.
- Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.
- Actions that shall be taken in the event of non-compliance.

D1.2 Definitions

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

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- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.
-

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

D1.3 Identification of Environmental Aspects And Impacts

The contractor shall identify likely aspects before commencing with any construction activity.

Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations

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- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the Employer's Agent's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to sub-clause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscape
- Soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to E1008. Environmental Management of Construction Activities

D1.4 LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral Local Municipality part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by

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construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

D1.5 COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

- a) Unnecessary removal or damage to trees
- 2600mm girth or less: R 5 000 per tree
 - Greater than 2600mm, but less than 6180mm girth: R10 000 per tree
 - Greater than 6180mm girth: R30 000 per tree
- b) **Serious violations:**
- Hazardous chemical/oil spill and/or dumping in non-approved sites:
R10 000 per incident
 - General damage to sensitive environments: R 5 000 per incident
 - Damage to cultural and historical sites: R 5 000 per incident
 - Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost):
....R1 000 to R5 000 per incident
 - Unauthorised blasting activities: 5 000 per incident

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- Pollution of water sources: R 10 000 per incident

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

c) Less serious violations:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site. : R1 000 per incident
- Dumping of milled material in side drains or on grassed areas: R1000 per incident
- Possession or use of intoxicating substances on site. : R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife. : R2 000 per incident
- Illegal hunting.: R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R 500 per incident

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

D1.6 MEASUREMENT AND PAYMENT

The cost of complying to this specification shall be deemed to be included in the rates Bided for this project.

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Item Unit

D1.6.1 Contractor's time related obligations in respect of the

Environmental Management Plan and specification monthMonth

The Bided monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Environmental Management Plan which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site.

D1.6.2 Penalty for unnecessary removal or damage to trees for the following

diameter sizes

- (a) 2600mm girth or less.....number (No)
- (b) Greater than 2600mm, but less than 6180mm girth.....number (No)
- (c) Greater than 6180mm girth..... number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item Unit

D1.6.3 Penalty for serious violations

- (a) Hazardous chemical/oil spill and/or dumping in non-approved sites.....number (No)
- (b) General damage to sensitive environments.....number (No)
- (c) Damage to cultural and historical sites.....number (No)
- (d) Pollution of water sources.....number (No)
- (e) Unauthorised blasting activities.....number (No)
- (f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)number (No)
- (g) Damage to sensitive vegetation within "no-go" areas of vegetation damaged impacts, plus rehabilitation thereof at contractor's cost.....number (No)

The unit of measurement for B100.02 (a) to (g) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause E3.5.2.10.

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Item	Unit
D1.6.4	Penalty for less serious violations
a)	Littering on site.....number (No)
b)	Lighting of illegal fires on site.....number (No)
c)	Persistent or un-repaired fuel and oil leaks.....number (No)
d)	Excess dust or excess noise emanating from site.....number (No)
e)	Dumping of milled material in side drains or on grassed areas.....number (No)
f)	Possession or use of intoxicating substances on site.....number (No)
g)	Any vehicles being driven in excess of designated speed .....number (No)
h)	Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.....number (No)
i)	Illegal hunting.....number (No)
j)	Urination and defecation anywhere except in designated Areas.....number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause E3.5.2.10.

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.5 PART F PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

F1	SCOPE
F2	INTERPRETATIONS
F3	PERMITTED SOURCES OF TEMPORARY WORKERS
F4	EMPLOYMENT RECORDS TO BE PROVIDED

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F5	VARIATIONS IN WORKER PRODUCTION RATES
F6	TRAINING OF THE TEMPORARY WORKFORCE
F7	RECRUITMENT AND SELECTION PROCEDURES
F8	TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
F9	LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
F10	THE SUBCONTRACTORS' WORKFORCES
F11	MEASUREMENT AND PAYMENT

F1 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

F2 INTERPRETATIONS

F2.1 Supporting documents,

The Tender Rules, Conditions of Contract, Standard and Construction Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall inter alia be read in conjunction with this Specification.

F2.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Construction Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (i) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans 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
- (ii) "Project Committee" means a committee consisting of the Employer, the Employer's Agent, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Employer's Agent, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (iii) "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

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specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

(iv) "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 to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like

(v) "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

(vi) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

F2.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

F3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all Subcontractors. The temporary workforce which is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities and shall not be bound to one particular community.

F4 EMPLOYMENT RECORDS TO BE PROVIDED

☐ The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Employer's Agent at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer's Agent.

☐ 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 copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

Labour employment records

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- (a) Signed Muster rolls/pay sheets of temporary workers (separate) and permanent staff detailing the number, category, gender, rate of pay and signed daily attendance.
- (b) Copies of certified identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided (signed training attendance register)
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework.

F5 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

F6 TRAINING OF THE TEMPORARY WORKFORCE

- ☐ Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part G.
- ☐ The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part G.
- ☐ The provision of structured training as described in Part G shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part G, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.
- ☐ All training conducted on the projects must be reported to EPWPRS

F7 RECRUITMENT AND SELECTION PROCEDURES

The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

- ☐ The Contractor shall advise the Employer's Agent in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he

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considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

The Contractor shall record in writing, the details of all persons applying for employment, including inter alia:

- (i) Name, address, age and sex
- (ii) Marital status and number of dependants
- (iv) Qualifications and previous work experience (whether substantiated or not)
- (iv) Period since last economically active
- (v) Preference for type of work or task.

☐ The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

(i) No potential temporary worker 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 -

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
- the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.

(ii) Preference shall be given to the unemployed and single heads of households.

(iii) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.

(iv) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

☐ After making his selection, the Contractor shall advise the Employer's Agent thereof, in writing and the Employer's Agent shall, without undue delay, ratify the Contractor's selection.

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The provisions of this clause shall apply mutatis mutandis in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce. Recruitment Guideline for EPWP should be used and recruitment should meet demographic targets.

The contractor shall be responsible to ensure all labours are provided with protective clothing branded with EPWP

F8 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

F8.1 All temporary workers engaged in accordance with the provisions of the Construction Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil engineering Industry and applicable to the particular area.

F8.2 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Construction Specifications, not less than the minimum rate of remuneration as specified by the Department of Labour for the Limpopo area.

F9 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

☐ The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

☐ In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his terms of employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

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In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

F 10 THE SUBCONTRACTORS' WORKFORCES

The provisions of this Part F shall apply mutatis mutandis to the workforces employed by all Subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all Subcontractors, including the protective clothing inline with EPWP for their temporary workers

☐ The Contractor shall at his own cost and to the extent necessary, assist and monitor all Subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all Subcontractors, in respect of the application of the provisions of this Specification.

F 11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Construction Specifications shall, except to the extent provided for in Part G as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Bill of Quantities.

Contractor must ensure that to submit the following documents when submitting the claim for work done to be verified by the Engineer:

- EPWPRS-Data tool template obtained from the Capricorn District Municipality
- Signed temporary contracts for all temporary workers on site
- Certified ID copies for all temporary workers
- Signed daily attendance registers by all temporary workers
- Signed monthly payment register by all temporary workers

C3.4.6 PART G PROVISION OF STRUCTURED TRAINING

CONTENTS

- G1 SCOPE**
- G2 INTERPRETATIONS**
- G3 ENGINEERING SKILLS TRAINING**

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G4 ENTREPRENEURIAL SKILLS TRAINING

G5 MEASUREMENT AND PAYMENT

G1 SCOPE

This specification covers the requirements for the provision of the following training:

- (i) Specified structured training to selected members of the workforce and small, medium and micro enterprises (SMME's) by a selected Subcontractor as appointed by the Employer.
- (ii) Additional training deemed necessary by the Contractor, to members of the workforce and small, medium and micro enterprises (SMME's).

G2 INTERPRETATIONS

G2.1 Supporting documents.

The Tender Rules, Conditions of Contract, Standard, Supplementary and Specific Specifications and Construction Specifications and drawings shall inter alia be read in conjunction with this specification.

G2.2 Application

The provisions of this specification shall apply in respect of all workers and small, medium and micro enterprises other than the Contractor's key personnel, who are engaged on the execution of the works.

G3 ENGINEERING SKILLS TRAINING

□The Contractor shall, from the commencement of the contract, implement a structured training programme comprising of the training delivered by the Selected Subcontractor and any additional training as provided for by the Contractor, in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, small, medium and micro enterprises engaged thereon, in a

programmed and progressive manner. Selected workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

G3.2 Training programme

The skills training programme to be implemented by the Selected Subcontractor shall comply with the following minimum standards:

- a) Be accredited by the Civil Engineering Industry Training Scheme (CEITS) or other institution recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.

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- b) Be delivered by suitably qualified and experienced trainers accredited to do so.

G3.3 In house training

The Contractor shall provide with his tender, 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. These details shall include the following:

- (i) The name of the accredited training institution and programme
- (ii) The various aspects of each type of training comprised in the programme
- (iii) The manner in which the training is to be delivered
- (iv) The numbers and details of the trainers to be utilized.

Details of such additional skills training shall be attached to Form H of the forms to be completed by the Tenderer.

G3.4 Additional training

The Contractor shall be responsible for the provision of the following necessary for the delivery of the specified and additional skills training programme, including the following:

- (i) Sufficient skilled, competent and accredited trainers to deliver the additional training programme to workers in accordance with the training programme
- (ii) A suitably furnished venue
- (iii) Transport of the workers as required
- (iv) Tools, equipment, and teaching aids
- (v) Stationery and all other necessary materials.

G3.5 Selection of candidates

Members of the workforce will be selected by the Employer's Agent, assisted by the Contractor and the Liaison Officer, to receive specific training as approved by the Employer's Agent.

☐ The following will be taken into account in the selection of the workers to receive the specified training:

- (i) Previous experience (if any)
- (ii) Previous courses completed (if any)
- (iii) Module specific requirements.

G3.6 Duration of training

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The Contractor shall allow in his programme for the selected members of the workforce to be engaged in the specified training modules.

□ Provision must also be made by the Contractor for members of the workforce to receive any additional training as provided for by the Contractor.

G3.7 Training hours

All specified skills-related training shall take place only during normal working hours and the Contractor shall ensure that the selected workers are available at the appropriate times to undergo such training.

G3.8 Approval of training

Both the Selected Subcontractor's and the Contractor's additional training programme shall be subject to the approval of the Employer's Agent, and if so instructed by the Employer's Agent, the Contractor shall alter or amend the programme and course content to suit changing conditions on site and all changes in the Contractor's programme of work.

G3.9 Training record

The Contractor shall keep comprehensive records of the training given to each worker involved in training as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Employer's Agent.

G3.10 Remuneration during training

Workers shall be remunerated in respect of all time spent undergoing the specified training in terms of Clause D03.02, at the minimum specified wage rate for the area of the Works.

G3.11 Use of workers

The Contractor shall, in so far as it is reasonably feasible, take due cognizance of the nature of the works to be executed at any given time and use trained workers on those aspects of the works for which they have been trained.

G4 ENTREPRENEURIAL SKILLS TRAINING

G4.1 Selection of Candidates

Members from selected small, medium and micro enterprises employed by the Contractor as Subcontractors will be entitled to receive a structured training programme, comprising of training delivered by a Selected Subcontractor and any additional training as provided for by the Contractor, the training will comprise both management skills as well as business development skills.

G4.2 Performance and monitoring

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The Contractor shall closely monitor the performance of all the Subcontractors in the execution of their contracts and shall identify all such Subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for elsewhere in the Contract and where required by the Employer's Agent, and shall make recommendations in this regard. The final list of candidates will be decided between the Contractor, the Employer's Agent and the Project Committee.

G4.3 Delivery of training

The Contractor shall assist in facilitating in the delivery of the training, by instructing and motivating the Subcontractor's regarding attendance and participation therein.

G4.4 Programming of work and training

The Contractor shall further make all reasonable efforts to co-ordinate the programming of the Subcontractor's work with that of the delivery of the structured training.

G4.5 Training standards

The entrepreneurial skills training programme to be implemented by the selected Subcontractor shall comply with the following minimum standards:

- (i) Be accredited by the Civil Engineering Industry Training Scheme (CEITS) or other institution recognised by the Department of Labour, as being appropriate for application on this project. Accredited training refers to both the trainers as well as to the training materials.
- (ii) Be delivered by suitably qualified and experienced trainers accredited to do so.

G4.6 Certificates

Following completion of the structured training, members of small, medium and micro Subcontractors that have demonstrated understanding of and competence in the training material are to be appropriately certified by the accrediting body.

G4.7 In house training and additional training

The Contractor shall provide with his tender, 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. These details shall include the following:

- (i) The name of the training institution and programme
- (ii) The various aspects of each type of training comprised in the programme
- (iii) The manner in which the training is to be delivered
- (iv) The numbers and details of the trainers to be utilized.

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Details of such additional entrepreneurial training shall be attached to Form H of the forms to be completed by the Tenderer.

G4.8 Provision of entrepreneurial training

The Contractor shall be responsible for the provision of the following necessary for the delivery of the entrepreneurial training programme, including the following:

- (i) Sufficient skilled and competent trainers to deliver the additional training programme to trainees in accordance with the training programme
- (ii) A suitably furnished venue
- (iii) Transport of the trainees as required
- (iv) Tools, equipment, and teaching aids
- (v) Stationery and all other necessary materials.

G4.9 Training hours

- ☐ All specified entrepreneurial training shall take place within normal working hours.

G4.10 Approval of training

Both the Selected Subcontractor's and the Contractor's training programme shall be subject to the approval of the Employer's Agent, and if so instructed by the Employer's Agent shall alter or amend the programme and course content

G4.11 Training records

The Contractor shall keep comprehensive records of the training given to each Subcontractor involved in training and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each Subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

All training conducted on the projects must be reported by EPWPRS

G4.12 Remuneration during training

No remuneration in respect of time spent undergoing specified training in terms of this clause will be made to any of the Subcontractors.

G5 MEASUREMENT AND PAYMENT

G5.1 Basic principles

- a) General

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Measurement and payment for all work executed in terms of this contract shall be measured and paid for in accordance with the principles set out in Clause B1232 of the Construction Specifications, irrespective of whether the work is executed as an integral part of the provision of training in terms of this specification.

b) Training

The Contractor shall only be reimbursed for the amounts actually paid by the Contractor to the Selected Subcontractors as appointed by the Employer, in execution of the Employer's Agent's written instruction, plus a percentage as tendered to cover all his charges and profits.

All training conducted on the projects must be reported be EPWPRS

G5.2 Scheduled items

Payment items are included in the bill of Quantities under Section 1200 for the provision of the specified training by selected Subcontractors only. Any additional training as viewed by the Contractor to be necessary shall be viewed to be included under Section 1300 and shall not be paid for separately.

1.1 Documentation

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

1.2 Information

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

C4.2 SITE INFORMATION

2.1 Records and Test Results

1.1.1 Geotechnical report

The report is available and it will be provided as per request.



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C5 ANNEXURES





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PART C5: ANNEXURES

C5.1	PRO-FORMA DOCUMENTS	C.108
C5.3	TENDER DRAWINGS	ERROR! BOOKMARK NOT DEFINED.
C5.4	OCCUPATIONAL HEALTH & SAFETY POLICY	C.270



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C5.1 PRO-FORMA DOCUMENTS

The following is a list of pro-forma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA.....	C.109
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT.....	C.112
C5.1.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	C.115
C5.1.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT	C.117
C5.1.5	FORM RDP 11(E) : GENERIC TRAINING REPORT	C.118
C5.1.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	C.119
C5.1.7	FORM RDP 13(E) : EMPLOYER'S AGENTING TRAINING REPORT	C.120
C5.1.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT	C.121



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C5.1.1 RETENTION MONEY GUARANTEE PRO-FORMA

EXAMPLE

Makhuduthamaga Municipality
Private Bag X 434
Jane Furse
1085

FOR INFORMATION ONLY:

This Guarantee is not to
completed and signed by
the Guarantor.

A separate form will be
issued to the successful
Tenderer

Notes to Tenderer

- 1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
- 2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**



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CONTRACT No LIM473/REPAIR-MAINT R&S/24/25/20
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The guarantee is issued on behalf of

Registration No

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

(full name of guarantor) registration number

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us atsuch other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to..... (R.....) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.





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Signed at.....for and on behalf
of.....

on this the day of in the year

GUARANTOR:

AS WITNESS:

1..... 2.....
.....

NAME(Print): NAME(Print):

ADDRESS ADDRESS

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





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EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABES)

1. Name of firm :
Postal address :
Telephone no. : Fax no
Contact person :
VAT registration no. :
2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....
3. Principal Business Activities :
4. Service/work to be performed on this contract:
5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

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7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,
.....
..., being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.
Signature



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Name (print).....

Date

Signed on behalf of (print name)

Address

.....

Telephone no.....

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.



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EXAMPLE

C5.1.2 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2016										
NAME OF COMPANY OR FIRMAND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMALE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								

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		Employer's Agent (EN)								
		Admin (AD)								
		Others (o)								
									TOTALS	
									GRAND TOTALS	



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EXAMPLE

C5.1.3 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.....

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2005				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				



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Surfacing Supervisor				
Structures Supervisor				
Others: - List				
TOTALS				

EXAMPLE

C5.1.4 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.....

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE

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TOTAL										
TOTAL ALL TRAINEES										

EXAMPLE

C5.1.5 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO.....

REPORT ON ENTREPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005					
DATES OF TRAINING COURSES	EMPLOYER OF TRAINEE	NAME OF TRAINING INSTITUTE OR IF IN- HOUSE WRITE IH	ATTENDANCES		TOTAL COST OF TRAINING PER TYPE OF TRAINING
			NUMBER ATTENDING	CERTIFICATES AWARDED	



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START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE

EXAMPLE

C5.1.6 FORM RDP 13(E) : EMPLOYER'S AGENTING TRAINING REPORT

CONTRACT NO.....

REPORT ON EMPLOYER'S AGENTING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005				
DATES OF	EMPLOYER OF TRAINEE	NAME OF TRAINING	ATTENDANCES	TOTAL COST OF



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TRAINING COURSES				INSTITUTE OR IF IN-HOUSE WRITE – IH	NUMBER ATTENDING		CERTIFICATES AWARDED		TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

EXAMPLE

C5.1.7 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2005

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DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

CONTRACT NO.....

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2005

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DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

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**C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE
INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC
WORKS PROGRAMME (EPWP)**

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Foreword

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction of projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to



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successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and

municipal officials. The National Department of Public Works is working with the Construction Education and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

The guidelines contain sections which should be copied into the relevant parts of the contract documentation for consulting Employer's Agents and contractors. These sections introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting Employer's Agents, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can



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be obtained on the enclosed CD ROM or downloaded from www.publicworks.gov.za.

- Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes
- Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government

Notice N° R63 of 25 January 2002

- Government Gazette (DORA 2004 with MIG and PIG Conditions)
- Documents relating on the Labour-Intensive Contractor Learnership Programme



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Terminology

By hand: refers to the use of tools which are manually operated and powered

Form of contract: refers to a document (conditions of contract) published by industry which establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

Public body: refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

Scope of work: refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

Abbreviations

CETA:	Construction Education and Training Authority
CIDB:	Construction Industry Development Board
ECSA:	Employer's Agenting Council of South Africa
EPWP:	Expanded Public Works Programme
FIDIC:	French acronym for the International Federation of Consulting Employer's Agents
NEC:	New Employer's Agenting Contract
NQF:	National Qualifications Framework
SANS:	South African National Standard
SPWP:	Special Public Works Programme

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1 INTRODUCTION

Labour-intensive infrastructure projects under the EPWP include:

- using labour-intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour-intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, as it might require too many changes to existing designs or tender documentation. However, these guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code have been

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included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.

2. RESPONSIBILITIES OF THE PUBLIC BODY

2.1 Selection of projects

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

- low-volume roads (typically less than 500 vehicles per day) and sidewalks;
- stormwater drainage; and
- trenching;

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour-Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour-intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix D).

As mentioned in section 1 of these guidelines above, these guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, to avoid reworking existing designs or tender documentation.

2.2 Setting of rate of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for

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workers:

- 10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*
- 10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*
- 10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.*

2.3 Appointment of consulting Employer's Agents and contractors

The public body must ensure that:

- i) the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix D);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix D); and
- ii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix D).

As a concession up to 30 June 2007, persons identified in Appendix D who have not completed the requisite skills training need only to be registered on the relevant skills programmes.

3 CONTRACT DOCUMENTATION FOR CONSULTING EMPLOYER'S AGENTS AND CONTRACTORS FOR LABOUR-INTENSIVE CONSTRUCTION PROJECTS

3.1 General

All standard forms of contract applicable in South Africa (see Appendix C) may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend existing forms to implement labour-based works.

Requirements for labour-intensive works need, however, to be established in the scope of work / specifications / schedules / works information / scope of services / scope associated with a contract for both consultants and contractors.

Each standard form of contract uses different terms to describe the parties to the contract and to establish requirements for the works (see Appendix C). These guidelines use the terms employer and contractor for the parties engaged in construction works, client and consultant

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for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts. The terms used in the text in boxes may have to be adjusted to reflect the terms used in the particular standard form of contract.

3.2 Contract Documentation for Consulting Employer's Agenting Services

The scope of work must establish the manner in which the consultant is to provide the consulting Employer's Agenting services associated with labour-intensive works.

The following must be included in the scope of work in the contract of employment with a Consulting Employer's Agent:

General

The services shall be provided in accordance with the provisions of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Employer's Agenting Professions Act published by the Employer's Agenting Council of South Africa in terms of Board Notice No 18 of 2003 in Government Gazette No 24938, 28 February 2003).

Labour-intensive works

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed, or, for the period 1 April 2004 to 30 July 2005, is not registered for training towards, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za, tel: 011-265 5900).
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed or, for the period 1 April 2004 to 30 July 2005, be registered for training towards, the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900).
3. The Consultant must provide the Client with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
4. The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the national

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Department of Public Works.

5. The Consultant shall for monitoring purposes, transmit to the Client data obtained from the contractor on the number of people employed, broken down into the amounts spent on women, youth, and persons with disability on the project, the number of person days of employment created and the number of days of formal training provided.
6. All services relating to the implementation of the works which are to be provided in terms of the Guidelines are normal services in terms of ECSA's Board Notice No 18 of 2003. Any changes in the design of the works to incorporate labour intensive works shall not constitute a change in scope or an additional service.
7. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
 - a) whenever a payment certificate is presented to the Client for payment; and
 - b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

3.3 Contract Documentation for the Works

3.3.1 Conditions of tender

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

The following must be included in the tender data / conditions of tender in the contract with the Employer:

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.

Information to be submitted with the tender

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

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3.3.2 Conditions of contract

As mentioned in 3.1, any standard form of contract for construction works may be used for labour-intensive projects (see Appendix C). These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (Employer's Agent / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

The following must be included in the contract data / special conditions of contract in the contract with the Employer:

Payment for the labour-intensive component of the works

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

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

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

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;

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

2 Terms of Work

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

3 Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work—
 - (a) more than forty hours in any week
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

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4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

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

5 Special Conditions for Security Guards

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday

9 Sick Leave

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- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.
- 10 Maternity Leave**
- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or

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

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

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

11 Family responsibility leave

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

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

12 Statement of Conditions

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

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

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

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

13 Keeping Records

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

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

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

14 Payment

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

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

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

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

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

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

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

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- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

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

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

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

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

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

16 Health and Safety

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

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

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17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

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

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- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

3.3.3 Scope of work

Standard specifications (those normally used by the public bodies) are to be utilised. 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.

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The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods Labour-intensive works.

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

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.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 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 for the period 1 April 2004 to 30 June 2005 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	

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		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 the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)

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

1.1 Requirements for the sourcing and engagement of labour.

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

1.1.2 The rate of pay set for the SPWP is R per task or per day.

(Insert value determined by public body in terms of clause 2.2 of these Guidelines)

1.1.3 Tasks established by the contractor must be such that:

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

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

1.1.5 The Contractor shall, through all available community structures, inform the local

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community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

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

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

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

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

1.2.3 Contract participation goals

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

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

1.2.4 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.

1.2.5 Variations to SANS 1914-5

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

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

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour

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as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

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

1.3.2 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. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

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

1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.3 above.

1.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4. must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

(This specification must be incorporated in the Scope of Works without amendment or modification. When SANS 1921-5, *Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand*, is published, the earthworks portions of this generic specification must be replaced with a reference to SANS 1921-5 and its associated specification data)

Scope

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

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

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Precedence

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

Hand excavatable material

Hand excavatable material is material:

a) granular materials:

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

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

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

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.

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Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

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

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

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers a) to 90% Proctor density;

b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the

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surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

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

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

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

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Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

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 handhold on them.

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3.3.4 Schedules of quantities

Labour-intensive works must be highlighted in the schedules / bills of quantities for the payment items relating to labour-intensive works.

The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules / bills of quantities in the contract with the contractor:

1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works 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.

2 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 unauthorised 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.

The following payment items should be included in the bill of quantities:

Item	Description	Unit	Quantity	Rate	Amount
	Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
	Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to	Sum	(insert provisional sum)		



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	the site. (Provisional sum)				
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4 DESIGN CHECKLIST

Cognisance of the following should be taken in the design of labour-intensive works:

1. Earthworks must be designed taking consideration of the method of construction, namely labour intensive.
2. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist Employer's Agenting input for example dewatering or specialist ground stabilisation.
3. During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
4. Drawings must be produced and presented in a clear, easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable with the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easy identification of surrounding features.
5. Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.
6. Where the haul distance is greater than 150m, and less than 5000m, the use of small volume local transport, particularly using animal-drawn vehicles should be considered.
7. Excavation in material which may constitute a safety hazard for workers must be excluded.
8. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg.
9. Hazardous material such as lime or harmful chemical stabilising agents must not be included in the Works.
10. Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion of pre-cast or cast in situ concrete stormwater structures.
11. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
12. Consideration must be given to alternative design of trenches for gravity pipelines to



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reduce depth of excavation.

13. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.

C5.3 OCCUPATIONAL HEALTH AND SAFETY POLICY



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9. OCCUPATIONAL HEALTH AND SAFETY POLICY

i. ACRONYMS AND ABBREVIATIONS

- COIDA Act Compensation of Occupational Injury and diseases Act, 1993 (Act 85 of 1993)
- IOD Injury on Duty
- OHS Act Occupational Health and Safety Act, Act 85 of 1993
- OHS/OH&S Occupational Health and Safety
- OHS Reps Occupational Health and Safety Representatives
- MLM Makhuduthamaga Local Municipality
- MM Municipal Manager
- MSDS Material Safety Data Sheet
- PPE Personal Protective Clothing

ii. CLARIFICATION OF TERMS

In this document, the following words shall have the following meanings unless otherwise contextually stated:

‘Accident’ means an accident arising out of and in the course of an employee’s employment and resulting in a personal injury, illness or the death of the employee.

‘Building’ includes-

- a) Any structure attached to the soil;
- b) Any building or such structure or part thereof which is in the process of being erected; or
- c) Any prefabricated building or structure not attached to the soil

‘Chief inspector’ means the officer designated under Section 27 of the OHS Act as chief inspector, and includes any officer acting as chief inspector

‘Commissioner’ means the Compensation Commissioner appointed under section 2(1)(a); (xviii) of the COIDA Act

‘Compensation’ means compensation in terms of this Act and, where applicable, medical aid or payment of the cost of such medical aid

‘Compensation fund’ means the fund established by section 15; (xli) of the COIDA Act

‘Danger’ means anything which may cause injury or damage to persons or property

‘Employee’ means any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person



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‘Employer’ means any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1 (1) of the Labour Relations Act, 1956 (Act 28 of 1956)

‘Hazard’ means a source of or exposure to danger

‘Health and safety committee’ means a committee established under section 19 of the OHSAct

‘Health and safety equipment’ means any article or part thereof which is manufactured, provided or installed in the interest of the health and safety of any person.

‘Health and safety representative’ means a person designated in terms of section 17 (1) of the OHSAct

‘Health and safety standard’ means any standard, irrespective of whether or not it has the force of law, which, if applied for the purpose of the OHSAct, will in the opinion of the Minister promote the attainment of an object of the OHSAct

‘Healthy’ means free from illness or injury attributable to occupational causes

‘Incident’ means an incident as contemplated in section 24 (1) of the OHSAct

‘Inspector’ means a person designated under section 28 of the OHSAct

‘Medical surveillance’ means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an Occupational Health Practitioner or, in prescribed cases, by an Occupational Medicine Practitioner

‘Minister’ means the minister of department of labour.

‘Municipality’ hereby refers to Makhuduthamaga Local Municipality

‘Occupational disease’ means any disease contemplated in section 65(1)(a) or (b); (ix) of the COIDAAct

‘Occupational health’ includes occupational hygiene, occupational medicine and biological monitoring

‘Occupational Health Practitioner’ means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Services Professions Act, 1974 (Act 56 of 1974) or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act 50 of 1978)

‘Occupational hygiene’ means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons

‘Occupational injury’ means a personal injury sustained as a result of an accident in the workplace

‘Occupational medicine’ means the prevention, diagnosis and treatment of illness, injury and adverse health effects associated with a



‘Occupational medicine practitioner’ means a medical practitioner as defined in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), who holds a qualification in occupational medicine or an equivalent qualification which is recognized as such by the South African Medical and Dental Council referred to in the said Act

‘Office’ means an office as defined in section 1 (1) of the Basic Conditions of Employment Act, 1983 (Act No. 3 of 1983)

‘Officer’ means an officer or employee as defined in section 1 (1) of the Public Service Act, 1984 (Act No. 111 of 1984)

‘Plan’ means an assessment document developed by the OHS Committee

‘Policy’ means the OHS Policy for Makhuduthamaga Local Municipality

‘Reasonably practicable’ means having practicable regard to

- (a) the severity and scope of the hazard or risk concerned;
- (b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- (c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- (d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from

‘Remuneration’ means any payment in money or in kind or both in money and in kind, made or owing to any person in pursuance of such person's employment

‘Risk’ means the probability that injury or damage will occur

‘Safe’ means free from any hazard

‘Unit’-shall mean Occupational Health and Safety Sub-Directorate

‘Work’ means work as an employee or as a self-employed person, and for such purpose an employee is deemed to be at work during the time that he is in the course of his employment, and a self-employed person is deemed to be at work during such time as he devotes to work as a self-employed person

‘Workplace’ means any premises or place where a person performs work in the course of his employment.

9.1. PREAMBLE

The need for the policy stems from the Occupational Health and Safety Act, 1993 which requires employers, including munici



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palities, amongst other things to develop and adopt an occupational health and safety policy.

Furthermore, this policy is intended to create a framework for decision making in respect of human resources management in as far as occupational health and safety is concerned in the Municipality.

To comply with the conditions relating to the Occupational Health and Safety Act, Act 85 of 1993 regarding the issue and control of safety equipment/protective clothing as well as to compile a policy on the issue and control of other clothing and uniforms which is not legally compulsory

The policy is intended to:

Promote and maintain the highest degree of physical, mental and social well being of workers.

Prevent amongst workers, ill health caused by their working conditions.

Place and maintain workers in a working environment that is adapted to their individual physiological and psychological conditions.

Protect workers from factors adverse to their health.

Promote and maintain working environment that is free from harassment.

10.2. PURPOSE AND OBJECTIVES OF POLICY

The purpose of this policy is to serve as a guiding tool to ensure that the employer provides and maintain a healthy and safe work environment and also to enhance the health and safety of persons at work in connection with the operation of the municipality. The policy also provides for the protection of persons other than persons at work, against hazards to health and safety arising out of or in connection with the activities of persons at work.

The objectives of the policy are to:

- Guide the development of safe methods of work;
- Ensure the achievement of a safe working environment;
- Promote good health within the workforce;
- Reduce the number and severity of injuries in the workplace;
- Enhance compliance with all relevant Acts, Regulations, Standards and Codes of Practice



10.3. SCOPE AND APPLICATION

This policy applies to all employees of the municipality, its clients and all the contractors doing any kind of work for the municipality.

10.4. LEGAL FRAMEWORK

- The Constitution of South Africa Act No.108 of 1996
- Basic Conditions of Employments Act (Act 75 of 1997)
- Labour Relations Act (Act 66 of 1995)
- Municipal Systems Act (Act 32 of 2000)
- Municipal Finance Management Act (Act 56 of 2003)
- Locally negotiated agreements (LL F Resolutions)
- Occupational Health and Safety Act (Act 85 of 1993 + Regulations)
- Compensation for Occupational Injury and Diseases (Act 85 of 1993)
- Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No.56 of 1974) or South African Nursing Council as referred to in the Nursing Act, 1978 (Act No.50 of 1978)

10.5. ADMINISTRATION OF THE POLICY

The Municipal Manager or his/her delegate assignee accepts overall responsibility for the implementation and monitoring of this policy.

10.6. POLICY CONTENT

10.6.1 OCCUPATIONAL HEALTH AND SAFETY STRUCTURES

a. Health and Safety committee

A health and safety committee must be established. The committee shall comprise of the following members.

- Members from different departments (elected health and safety reps or organized labour)
- OH&S Practitioner
- Employer representative
- OHS Reps
- First Aiders



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Duties and responsibilities of the committee

- Discuss and make recommendations on common health and safety issues to the employer and all Departments
- Shall set and review Occupational health and Safety Standards
- Review the Occupational health and Safety Policy
- Shall meet quarterly
- Shall keep record of minutes and recommendations made to employer
- Discuss incidents/accidents that occurred at the workplace and recommend accordingly
- Make recommendations to the employer on matters affecting the health and safety of employees
- Note corrective actions taken by employer arising from reports received from health and safety representatives

b. Health and Safety Representatives

Election

- Every Department must elect their own health and safety representatives to represent the employees
- The Municipal Manager must appoint health and safety representatives to represent the employer in writing.
- Election shall be held every three years
- Elected employees must be able to read and write for training and reporting purpose

Duties and Responsibilities of Reps:

- Make representation to the employer on general matters, affecting the health and safety of employees
- Identify potential hazards and risks to the health and safety of employees in the workplace
- Investigate complaints by employees relating to his/her health and safety at work
- Make representation or recommendations to the employer on health and safety committee matters and any matter affecting health and safety of employees
- Carry out the quarterly inspections in the working place within their scope of authority
- Participate in consultation over health and Safety with inspectors at the workplace and accompany an inspector on any inspection of the workplace
- Attend all health and safety committee meet



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- ings, which he/she is a member of.

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Rights of OHS Reps

- Visit the site of an incident at all reasonable times and attend to any inspection
- Attend any investigation or formal inquiry held in terms of this Act
- In so far as it is reasonably necessary for performing his/her functions, inspect any document which the employer is required to keep in terms of the Act
- Accompany an inspector on any inspection
- With the approval of the employer be accompanied by a technical advisor on any inspection
- Participate in any internal health and safety audit

10.6.2 STRATEGIES

a. Risk and Hazard Management:

- The unit may establish and maintain a documented occupational health and safety system with procedures for identifying, assessing and controlling workplace hazards;

b. Consultation:

- An Occupational Health and Safety Committee comprising of employees and management representatives will be maintained to provide an effective consultative mechanism.
- Employees are able to provide input into the occupational health and safety policy and program.
- Management will consult with contractors when planning to do any work to determine the most effective means of ensuring both parties fulfil their Occupational Health and Safety responsibilities.

c. Occupational Health and Safety Plan:

- In order to implement the general provisions of this policy, an Occupational Health and Safety Plan will be developed and implemented.
- Will be reviewed every 2 years unless otherwise needed to before the 2 years lapses.

10.6.3 RESPONSIBILITIES

a. Duties of the Employer:

- Provide and maintain as far as reasonably practicable, a safe and healthy working environment
- Assess the hazards within the workplace
- Assess all precautionary measures to effectively/mitigate any hazards or potential hazards



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- Take such steps that would eliminate/mitigate the hazards
- Provide information, instruction and training as may be necessary to ensure the health and safety of employees
- Not permit an employee to perform any task without implementation of the precautionary measure, in respect of work, article, substance plant or machinery
- Take necessary measures to ensure that all employees comply with the requirements of the Act
- Enforcing measures in the interest of health and safety
- Cause all employees to be informed regarding the scope of their authority
- Ensure that all work is performed under the general supervision of a person trained to understand the hazards associated with such task and who has the authority to enforce the utilization of all precautionary measures
- Ensure that persons other than those in the employment of the municipality who may be affected directly by his /her activities are therefore not exposed to hazards
- The Municipal Manager and Departmental Managers have the responsibility and accountability to ensure that the duties of the employer as contemplated in the Act are adhered to.
- The Municipal Manager is accountable for ensuring that all legal Occupational Health and Safety responsibilities are fulfilled. Therefore, the Municipal Manager must ensure that sufficient Occupational Health and Safety resources are made available in all operations, financial forecasts and budgets, and performance measurement and management systems as Occupational Health and Safety is an integral part of every operation and activity.
- The Municipal Manager can assign duties to any person under his control, which person shall act subject to his control and directions.
- The head of each Department shall have duties assigned to assist the Municipal Manager to ensure compliance with the act.

TAKE NOTE:

- ✓ The responsibilities of managing the Occupational Health and Safety programme can be delegated to a person/s appointed by the Municipal Manager to co-ordinate the OH&S Programme in terms of Section 16(2) of the OHS Act, without absolving the Municipal Manager of his responsibilities and accountability for overall OH & S compliance.
- ✓ The appointee will ensure total compliance with the OHS Legislation by all parties in his/her control – Employers, Employees, Committee, Contractors, Visitors, the public/community, Suppliers, Installers, and Distributor



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- ✓ Implementation of this policy and the associated program activities will be evaluated as part of their Performance Contract.

b. Duties of employees

Within the structure of duties, created by the Act, employees are burdened with duties, as the legislative body realized that by placing sole responsibility on management for compliance would not effectively implement the objectives of the legislation.

It should however be borne in mind that the duties of employees are entirely subject to the duties of management and that the prosecution will only take cognizance of an employee's shortcomings, in the event where management has complied with all duties concerned and are able to prove such compliance

- Take reasonable care for their own health and safety and for other persons, including co-employees, visitors as well as contractors.
- To co-operate with the employer in complying with management duties
- To carry out any lawful order made in relation to health and safety
- To report all unsafe conditions to the employer
- To report incidents, including near misses to the employer
- Not to intentionally interfere with, damage or misuse any item provided in the interest of health and safety in the workplace.

a) Contractors, Sub-Contractors and Visitors:

- All visitors, contractors and sub-contractors engaged to perform work on the premises or locations of MLM are required, as part of their contract, to comply with the Occupational Health and Safety Policies, procedures and programs and to observe directions on health and safety from designated officers of Makhuduthamaga Local Municipality.
- Failure to comply or observe a direction will be considered as a breach of the contract and sufficient grounds for termination of the contract.

10.6.4 HANDLING OF HAZARDOUS CHEMICAL SUBSTANCES

- Every person who manufactures, imports, sells or supplies any hazardous chemical substances for use at work, shall as far as is reasonably practicable provide the party receiving such substances, free of charge with an MSDS subject to the provision of section 10 of the OHSAct.
- This is done to ensure that the products received by the Municipality is safe and without risks when properly used and that it complies with all prescribed requirements
- All received chemicals must have the MSD



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- S accompanying them
- If the above – mentioned information is not supplied with the delivered chemicals, such chemical/ product must not be received
- The employer must be in possession of sufficient information of any hazardous chemical substances for use at work.
- The employer/ supplier must educate the workers on how to use the chemical
- All chemicals shall be stored in a lockable store room and identified as such
- Chemicals must be stored in cool dry area and not mixed with other materials

10.6.5 REPORTING, INVESTIGATING AND MANAGEMENT OF INCIDENTS/IOD'S ACCIDENTS AND OCCUPATIONAL DISEASES

a) REPORTING OF INCIDENTS

PROCEDURE

1. The main incident topic should be reflected in the first line
2. Details of the incident must be reflected
3. The person present at the time of the incident must make a declaration and reflect his/her rank.
4. The intervention/ responses to the incident are to be reflected.
5. Future plan to prevent the same incident should be outlined
6. The name of the person present at the time of the incident should be reflected.
7. The date and time of the incidents should be reflected
8. The department where the incident occurred must be reflected
9. The signature of the declarer, the witness and the signing place should be reflected
10. The date and time of the compilation of the incident report must be reflected at the end of the report

a) INVESTIGATION OF INCIDENT

The OHSAct requires that the above mentioned incidents should be investigated within three months. The investigation must take place as soon as is reasonably practicable.

The person to conduct the investigation is any of the following:



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- The OHS practitioner/ or risk manager
- The health and safety rep of the area
- The supervisor of the section

Investigation must be discussed at the OHS Committee meetings.

The report must be signed by the chairperson of OHS committee and employer.

b) REPORTING OF INJURY ON DUTY

If an employee is injured in an accident arising out or in the course of their work, they are entitled to compensation at the discretion of the commissioner.

PROCEDURE

1. All injuries on duty must be reported to supervisor before going off duty
2. The supervisor and injured employee must complete WCL 2 in duplicate (part A and B) with personal particulars and description of what happened. The supervisor must sign the form
3. If the supervisor refuses to fill the accident form, the worker can report the incidents to the commissioner by sending WCL 3 form directly to the commissioner.
4. The commissioner will contact the employer and instruct him/her to fill in the WCL 2 form
5. Identity document must always accompany forms
6. The attending Doctor must complete a first medical report and attach it to employer's report form for accepting liability of claim
7. The WCL 2 form must be forwarded to OHS Unit and will be entered in to a register. A copy of WCL 2 is forwarded to the commissioner.
8. The original document is forwarded to human Resource department for further management
9. Progress and final medical report will be sent by the attending doctor to the commissioner. Progress medical report is completed if the injury takes long time to heal. In the final medical report, the doctor states either that the worker is fit to go back to work or that the worker is permanently disabled. This document is sent to the employer who will send it to the commissioner.
10. When employee report for duty after leave for occupational injury and disease, resumption report must be completed by the employer. The report states when the worker returned back to work
11. The payments for any treatment must be charged to the Municipality

c) FIRST AID AFTER INCIDENT OR INJURY

1. First aid level 3 in the department renders immediate first aid on the sport



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2. The OHS Practitioner and OHS Reps are informed for assistance if no first aid is available.
3. The employee is then transported to casualty department in the nearest hospital for further management

d) OCCUPATIONAL DISEASE

PROCEDURE

1. When an employee is diagnosed with an occupational disease, it must be reported to the supervisor as soon as possible
2. The employee must report to the OHS Unit to fill WCL 14
3. Identity document must always accompany forms
4. The employer will complete the WCL 1
5. If the employer refuses to complete the WCL 1, the employee sends the WCL 14 to the commissioner directly. The commissioner will contact the employer and instruct him or her to complete the WCL 1.
6. Documents must be forwarded to OH Unit for entering in to a register, then sent to Human Resource department for further management.

e) REFUSAL TO WORK PROCEDURE

Every employee has the right to refuse to work if he/she feels that his or her health and safety are at risk. When this situation arises the following steps must be followed.

1. Employee stop to work
2. Contact Supervisor
3. Disagree with Supervisor
4. Contact Health and Safety Representative
5. Disagree with Health and Safety Representative
6. Contact sectional /departmental Manager
7. Disagree with sectional /departmental Manager
8. Contact Occupational Health and Safety Officer.
9. OHS assessment of risk will be final.

Great care should be taken by employees not to misuse the procedure as it can lead to disciplinary actions.

10.6.5. MEDICAL SURVEILLANCE

- Baseline Medical Surveillance will be conducted on all employees
- Periodic Medical examination will be conducted on employees according to job specification



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- The municipality will be liable for medical costs
- The medical examination will be conducted by the Occupational Health and Safety Officer and an Occupational Medical Practitioner
- The relevant forms will be completed and records will be kept in the office of the Occupational Health and Safety Officer
- Confidentiality will be maintained on the findings, supervisor will not be informed of the findings provided employees informed consent has been obtained.
- Feedback on the findings will be given to the employees
- Employees that are exposed to the following shall be tested annually:
 - Noise (Hearing test)
 - Chemicals
 - Industrial dust (Lung X-Rays and Lung Function Tests)

All medical reports shall be kept by Occupational Health and Safety and shall be treated as confidential.

10.6.6 INTOXICATION

- No person shall be permitted to enter any workplace who is or who appears to be under the influence of intoxicating liquor or drugs. In cases where employee e.g. a driver is suspected to be intoxicated, a traffic official or OMP may be called to test the person.
- Employees taking medicines shall be permitted to perform duties at the workplace if the side effects of such medicine do not constitute a threat to the health and safety of the person concerned or other at such workplace.

10.6.7 CONTRACTORS

- Any contractor doing work for Makhuduthamaga Local Municipality must complete a written agreement in terms of Occupational Health and Safety. Before any work can commence the Contractor must hand in a letter of good standing with the Compensation Commissioner to Occupational Health and Safety.
- Contractors that will perform any construction work as defined by the Construction Regulations shall hand in their Health and Safety Plan before commencing with their work.
- It is the responsibility of Makhuduthamaga Local Municipality to make sure that all contractors comply with the requirements of Occupational Health and Safety Act unless if there is an appointed agency

10.6.9 FIRE EXTINGUISHERS

- All fire extinguishers at Municipal premises should be numbered and recorded in a register.



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- These fire extinguishers will be checked monthly by the Health and Safety representatives of the area.
- These fire extinguishers should be serviced annually.
- Every three years these fire extinguishers should be pressure tested by a service provider.
- The service provider should comply with the following legal requirements:
 - Valid SABS certification
 - Valid registration at S.A.Q.C.C. Fire
 - Registration at the Compensation Commissioner

Disciplinary action will be taken if fire extinguishers are misused or tampered

10.6.10 PERSONAL PROTECTIVE CLOTHING

- The employer should provide the relevant PPE to the staff free of charge
- The employer shall explain and demonstrate the correct use of PPE to staff.
- The employer shall inform all staff in his/her working area about the hazards they are exposed to.
- All Managers should identify the need of particular PPE relevant for his/her unit
- Protective equipment should be SABS approved
- Care and maintenance of PPE should be explained to staff
- PPE shall be used only for protective purposes at work, not for other purpose outside work and not for other purpose other than work which they are bought for.
- When the PPE is not in use it should be taken off until it is needed again
- New PPE will be ordered only after producing the old/torn ones.
- The PPE is changed after every three years or when the need arises.
- All employees who are issued with PPE must sign upon receipt for control purpose.
- All PPE should be labeled

10.7 DEFAULT

Non compliance of any of the stipulations contained in the Policy will be viewed as misconduct

and will be dealt with in terms of the Municipality's disciplinary Code.