



TENDER DOCUMENT

BID No: ALMT19/2023

REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND CONSTRUCTION OF NGODINI FOOTBRIDGE

ISSUED BY	PREPARED BY
MUNICIPAL MANAGER	EMPLOYER'S AGENT
CHIEF ALBERT LUTHULI MUNICIPALITY PRIVATE BAG X719 CAROLINA 1185	CHIEF ALBERT LUTHULI MUNICIPALITY PRIVATE BAG X719 CAROLINA 1185
Tell: +27 17 843 4000 Fax: +27 17 843 4001	Tell: +27 17 843 4000 Fax: +27 17 843 4001

CIDB GRADING: 4CE

REGISTERED NAME OF TENDERER: _____

TENDERED AMOUNT (INCL. VAT): _____

CLOSING DATE: **19/10/2023**

TIME: **12H00**

TENDER AND CONTRACT

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Tendering Procedures	Tendering Procedures	
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TENDERING PROCEDURES



MBD 1

T1.1: TENDER NOTICE AND INVITATION TO TENDER

CHIEF ALBERT LUTHULI MUNICIPALITY

BID NO: ALMT19/2023

REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND CONSTRUCTION OF NGODINI FOOTBRIDGE

The Municipality hereby invites reputable and well experienced service providers to submit tenders for the below-mentioned projects. The services providers must comply with the VAT Act. Tender documents will be available on e-tender, municipal website and also at Carolina Municipal Offices from 6 September 2023 at cashiers point during office hours upon payment of a non-refundable printing fee of R 881.88 and can also be downloaded on the municipal website or e-tenders free of charge.

Ref No	Description	Contact Person	Valuation Criteria	Briefing Session	CIDB Grading	Closing Date
ALMT19/2023	REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND CONSTRUCTION OF NGODINI FOOTBRIDGE	Mr. B Thela @ 017 843 4000	Functionality, the lowest acceptable tender will determine the Preferential point system to be used: 80/20 or 90/10	Compulsory briefing Date:11/10/2023 Venue: Mpuluzi Unit Offices Time: 11am	4CE	19 October 2023 @ 12H00

Sealed envelopes must be addressed to: The Municipal Manager,
Chief Albert Luthuli Municipality
PO Box 24, CAROLINA, 1185

marked with the correct bid number or deposit it in the '**TENDER BOX**' situated at Chief Albert Luthuli Municipality Offices, 28 Church Street, CAROLINA, **no later than 12H00 on the specified closing date per tender.**

The following **compulsory documents** must be accompanied with the tender, and failure to provide such documentations shall constitute automatic disqualification: Original Valid Tax Clearance Certificate or SARS Pin, Company Certificate, Municipal Account not in arrear for more than 90 days and Not older than three months and proof of CSD registration.

Bidders who do not attend the compulsory briefing will be automatically disqualified. **Attach your valid B-BBEE Certificate to claim preference points. Only bidders who are registered with CSD will be considered.**

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations 2022, where ~~80/90 points will be allocated in respect of price and 20/10 points in respect of the municipal objectives.~~

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Chief Albert Luthuli Municipality reserves the right to accept and/or not to accept the lowest priced or any other tender. **No late, telephonic, facsimile or e-mail tenders will be accepted.**

According to the Municipality Supply Chain Regulations issued by the Minister of Finance in terms of Section 168 of the Municipal Finance Management Act, Act 56 of 2003, persons within the organs of the state, like Councilors, and other elected representatives, full time employees and other directors of the public and municipal entities are prohibited from being eligible to bid or be awarded a contract to provide any services to the municipality.

If you do not hear from the Municipality within 90 working days, please consider your tender unsuccessful.

All administrative matters may be addressed to the Supply Chain Manager Mr. J Nkosi Tel no: 017 843 4025.

Procurement Enquiries: Mr. B Thela

Tel: 017 843 4084

Technical Enquiries: B. Thela

Email: BonganiT@albertluthuli.gov.za

Employer

Municipal Manager
CHIEF ALBERT LUTHULI Municipality
PO Box 24,
CAROLINA,
1185
Website: www.albertluthuli.gov.za

T1.2 TENDER DATA

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number TENDER DATA

F.1.1 The employer is **Chief Albert Luthuli Local Municipality**

F.1.2 The tender documents issued by the employer comprise:

(a) The Tender Document consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

C1.3: Forms of Security

Part 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Site Information

C4: Site information

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Drawings

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The employer's agent is:

Name: Chief Albert Luthuli Municipality
Address: PO Box 24,
CAROLINA,
1185
Tel: 017 843 4000
Fax: 017 843 4001
E-mail: BonganiT@albertluthuli.gov.za

The language for communications is English

F.2.1 Eligibility

Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4CE class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **4CE** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 4CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an 4CE class of construction work; and
- b) contractors registered as Potentially Emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
 - 1) the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the *CIDB Specification for Social and Economic Deliverables in Construction Works Contracts*; and

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- 2) the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.

Site visit and clarification meeting

The arrangements for a compulsory site inspection visit and clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.10 Pricing the tender offer

(a) Value Added Tax

The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.

(b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.

(c) Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.

F.2.11 Alterations to documents

A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.

F.2.12 Alternative tenders

No alternative tender offers will be considered

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 in confirming the acceptability of the detailed design.

F2.13 Submitting a Tender Offer

F.2.13.1 The Tenderer may not make an offer for only part of the services as defined in the Scope of Work.

F.2.13.3 Tender offers shall be submitted as an original only.
Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.
Under no circumstances whatsoever may the tender forms be retyped or redrafted.

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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: As mentioned on the tender advertisement

F.2.15 **Closing time**

The closing time for submission of Tender Offers is: **12H00 on 19 October 2023 no late tenders will be accepted.** Telephonic, telegraphic, telex, electronic or emailed tenders will not be accepted.

F.2.16 **Tender Offer Validity**

The tender offer validity period is **90 days from the closing date.**

F.2.23 **Certificates**

The following original or certified certificates must be provided with the tender:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Compulsory Declaration
- Municipal declaration and returnable documents
- Certificate of Attendance at a Tender Site Meeting
- Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor
- Schedule of Tenderer's Experience
- Schedule of Key Personnel (Together with complete CV as per attached template, with **certified** qualifications)
- Format of Curriculum Vitae (CV)
- Schedule of Sub-Contractors

- Schedule of plant and equipment
- Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- Competence Achievement Schedule
- BBBEE Certificate / Sworn Affidavit
- Form of Intent (**project specific**) to offer a Performance Guarantee
- A copy of Tax Clearance Certificate issued by the South African Revenue Services and PIN valid for three 3 months
- Execution Programme
- Contractor's Health and Safety Declaration
- Contractor's Safety Plan
- Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014.

F.3.4 **Opening of Tender Submissions**

F.3.4.2 Tenders will be opened in public soon after closing time mentioned above and recording of received documents at the Tender office. Tenderers' names and total prices where practical will be read out.

F.3.5 **Two-Envelope System**

A two-envelope procedure will **not** be followed.

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F.3.11 Evaluation of Tender Offers

Tenders will be evaluated for Functionality. Tenderers who qualify for Functionality will be evaluated further for Price and Preference only. Points for Functionality will not contribute to further evaluation. Tenderers who do not qualify will not be evaluated further.

Functionality will be scored out of 100 points. A Tenderer who scores less than **70%** for Functionality, that is, less than **70 points** will automatically be disqualified.

The 90/10 evaluation criteria will be used where Price will be allocated 90 points and Preference will be scored out of 10 points.

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Functionality and Preferences. The responsive tender with the highest total points as defined below is the preferred tender

F.3.11.2 The financial offer will be scored in terms of Formula 2, Option 1 of Table F.1 of SANS 294: 2004, which reads as follows:

$$Nfo = W1 \times A$$

Where:

Nfo = number of tender evaluation points awarded for the financial offer;
W1 = 90 points for rand value more than R50 000 000;
A = $[1-(P-Pm)/Pm]$ (a negative A will be regarded as unrealistically high)

Where

Pm = the rand value of the lowest comparative offer;
P = the rand value of the Tender Offer under consideration.

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F.3.11.3 (a) Functionality will include the following:

The quality criteria and maximum score in respect of each of the criteria are as follows:

COMPETENCE ACHIEVEMENT SCHEDULES

TABLE A1: EXPERIENCE, REPUTATION AND REFERENCES

	TARGETED GOALS Name reference with contact details	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1		8		
2		8		
3		8		
4		8		
	SUB-TOTAL: Reputation and References	32		

All information provided should have traceable references.

Completion Certificates or a letter from previous project Clients must be attached.

TABLE A2: FINANCIAL REFERENCES

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Bank rating of "C" or better (proof attached)	4		
2	Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted	6		
	SUB-TOTAL: Financial references	10		

Note: Bank rating and proof of guarantee must be attached to qualify.

TABLE A3: SPECIFIC KNOWLEDGE

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Site agent with a Civil Engineering qualification at least NQF 5	4		
2	Site agent with relevant projects completed	4		
	SUB-TOTAL: Specific Knowledge	8		

Note: CV's and qualifications must be attached in order to qualify for points.

TABLE A4: PLANT AND EQUIPMENT

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	1 TLB	3		
2	1 Tipper Trucks	3		
3	Excavator	4		
4				
5				
	SUB-TOTAL: Plant and Equipment	10		

Note: Proof of ownership or letter of intent from a hiring company must be attached.

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TABLE A5: SUPPLY CHAIN POLICY

		Maximum Points to be Allocated	Minimum required points	Points Claimed by Tenderer	Allocated Points
Functionality and Quality (60 Points)	Table A1	32	16		
	Table A2	10	5		
	Table A3	8	4		
	Table A4	10	5		
	Sub Total	60	30		
		Maximum Points to be Allocated		Points Claimed by Tenderer	Allocated Points

The minimum number of evaluation points for Functionality & Quality is 30 points.

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Scoring Quality

1. EXPERIENCE, REPUTATION AND REFERENCES (Table A1) - (Maximum 32 Points)

- Experience on previous contracts of at least R 2 million value of a similar project/scope (over last five years) (Road Construction and/or Road Maintenance Projects).
- 4 projects (Proof of completion to be submitted) - 8 Points per project will be based on the following:
 - Cost of similar project completed/Price of project under evaluation x 8 = No. of points per project

Note: Where appointed project values received from tenderers for consideration, exceed the value of that of the Employers Agent and/or the tendered amount under consideration a maximum of 10 points is awarded. Should the project values be of a lower value, points will be pro-rated using the tender value against the Employers Agent estimate.

2. FINANCIAL REFERENCES (Table A2) - (Maximum 10 Points)

- Proof Of Banking Details and Bank Rating Letter of "C" or better
- Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted.

Point Allocation

0 points (0%) - Failure to Submit Details
0 points (0%) – Bank Rating of E or F
5 points (50%) – Bank Rating D
10 points (100%) – Bank Rating C or higher

3. SPECIFIC KNOWLEDGE (Table A3) - (Maximum 8 Points)

Key Staff

- Site Agent – NQF 5 Qualification and National Diploma in Civil Engineering or higher.
- Site Agent – Minimum 10 years' experience based on field of expertise under consideration (Road Construction and/or Road Maintenance Projects).

Point Allocation

0 points (0%) Site Agent Experience < 5 years
2 points (50%) Site Agent Experience > 5 years < 10 years
4 points (100%) - Site Agent Experience > 10 years

4. PLANT AND EQUIPMENT (Table A4) - (Maximum 10 Points)

Points are allocated for the availability of required plant and equipment for the project (proof of ownership to be attached). There will be no pro-rated points allocated for this section.

Where letters of intent from a hiring company are to be attached, they should not be:

- Generic letters issued to satisfy the Tender requirements,
- Letters should not be dated older than 1 month prior to closing of tender,
- Frequently obtained and where the supplier is unaware of the tenderers request to supply the said equipment.

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F.3.13 **Acceptance of Tender Offer**

F.3.13.1 Tender offers will only be accepted if:

- 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 (CIDB) 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 the signed contract provided by the employer is **ONE**

Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer means** the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **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
- c) **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
- d) **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 read, copied and recorded. Writing 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.

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.

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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 re-issue 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.2 Tenderer's obligations

F.2.1 Eligibility

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.2.2 Cost of tendering

Accept that 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 satisfy 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

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.

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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

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

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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 a tender offer 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 in black 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.

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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.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

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. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

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 non-responsive.

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

F.2.19 Inspections, tests and analysis

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

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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 clarification

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.3.2 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 seven 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.

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, the total of his prices, preferences claimed and time for completion, if any, 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 Where 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

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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, on 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
- 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) 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 non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) 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.
- c) 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.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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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.

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 it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) 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.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) 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.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) 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.

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

F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / Fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favorable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

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

F.3.13.1 Accept tender offer only if the tenderer complies with legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

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F.3.17 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.3.18 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.

RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- FORM A1. Invitation to Bid (**MBD1**)
- FORM A2.1 Record of Addenda to Tender Documents
- FORM A2.2 Proposed amendments and qualifications
- FORM A3.1. Preferencing Schedule: B-BBEE Status (**MBD 6.1**)
- FORM A3.2. B-BBEE Compulsory Declaration (In case of a JV)
- FORM A4. Compulsory Enterprise Questionnaire
- FORM A5. Certificate of Attendance at a Tender Site Meeting
- FORM A6. Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- FORM A7. Registration Certificate of Entity and Bank rating
- FORM A8. Schedule of Tenderer's Experience
- FORM A9.1. Schedule of Key Personnel
- FORM A9.2. Format of Curriculum Vitae (CV)
- FORM A10. Schedule of Sub-Contractors
- FORM A11. Schedule of plant and equipment
- FORM A12. Certificate of Registration with CIDB
- FORM A13. Declaration certificate for local production and content for designated sectors (**MBD 6.2**)
- FORM A14. Competence Achievement Schedule
- FORM A15. Registration on National Treasury Central Supplier Database
- FORM A16. Form of Intent to offer a Performance Guarantee
- FORM A17. An Original Tax Clearance Certificate issued by the South African Revenue Services (**MBD 2**)
- FORM A18 Declaration of Interest (**MBD 4**)
- FORM A19. Declaration for Procurement above R10 Million (**MBD 5**)
- FORM A20. Declaration of Bidder's Past Supply Chain Management Practices (**MBD8**)
- FORM A21. Certificate of Independent Bid Determination (**MBD 9**)

2. Other documents that will be incorporated into the contract

- FORM B1. Authority of Signatory
- FORM B2. Execution Programme
- FORM B3. Contractor's Health and Safety Declaration
- FORM B4. APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK, Regulation 3(2) of Construction Regulations, 2014.

PART T2: RETURNABLE DOCUMENTS

BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND CONSTRUCTION OF NGODINI FOOTBRIDGE

FORM A1: PART A - INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY					
BID NUMBER:	ALMT19/2023	CLOSING DATE:	19/10/2023	CLOSING TIME:	12H00
DESCRIPTION	REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND CONSTRUCTION OF NGODINI FOOTBRIDGE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Chief Albert Luthuli Municipal Offices, 28 Church Street, Carolina					
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:	
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	SUPPLY CHAIN UNIT		CONTACT PERSON	Mr. B Thela	
CONTACT PERSON	Mr. B Thela		TELEPHONE NUMBER	017 843 4084	
TELEPHONE NUMBER	017 843 4084		FACSIMILE NUMBER	017 843 4001	
FACSIMILE NUMBER			E-MAIL ADDRESS	BonganiT@albertluthuli.gov.za	
E-MAIL ADDRESS					

PART T2: RETURNABLE DOCUMENTS

BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND CONSTRUCTION OF NGODINI FOOTBRIDGE

FORM A1: PART B - TERMS AND CONDITIONS FOR BIDDING**MBD 1(Cont.)**

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, 2022, 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	
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
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.	

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:

PART T2: RETURNABLE DOCUMENTS

BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND CONSTRUCTION OF NGODINI FOOTBRIDGE

FORM A2.1: Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

PART T2: RETURNABLE DOCUMENTS
BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
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FORM A2.2: Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

FORM A3.1: Preferencing schedule: B-BBEE Status

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 Preference Points System to be applied (tick whichever is applicable).

- ☐ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ 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 shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

1.4 The maximum points for this tender are allocated as follows:

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

- 1.5.1** For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

PART T2: RETURNABLE DOCUMENTS
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All Acquisitions
Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	• ID Copy Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or • CSD Report Or • CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• ID Copy (Mandatory) • Office Municipal Rates Statement Or • Permission To Occupy from local chief in case of rural areas (PTO) Or • Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	• ID Copy Or • CSD Report Or • CIPC (company registration)
4.	An EME or QSE which is at least 51% owned by people with disability	2	• ID Copy (Mandatory) Or • Medical Certificate Or • South African Social Security Agency (SASSA) registration Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) Or • CSD Report Or • CIPC (company registration)
5.	An EME or QSE which is at least 51% owned by youth .	2	• ID Copy Or • CSD Report Or • CIPC (company registration)

1.5.2 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:

All Acquisitions
Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	• ID Copy Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or • CSD Report Or • CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• ID Copy (Mandatory) Or • Office Municipal Rates Statement Or • Permission To Occupy from local chief in case of rural areas (PTO) Or • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	4	• ID Copy Or • CSD Report Or • CIPC (company registration)

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4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	• ID Copy (Mandatory) Or • Medical Certificate Or • South African Social Security Agency (SASSA) registration Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) Or • CSD Report Or • CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by youth .	2	• ID Copy Or • CSD Report Or • CIPC (company registration)

1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	• ID Copy Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or • CSD Report Or • CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• ID Copy (Mandatory) Or • Office Municipal Rates Statement Or • Permission To Occupy from local chief in case of rural areas (PTO) Or • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	2	• ID Copy • CSD Report Or • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability OR An EME or QSE or any entity which is at least 51% owned by youth .	2	• ID Copy (Mandatory) Or • Medical Certificate Or • South African Social Security Agency (SASSA) registration Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) • ID Copy • CSD Report Or • CIPC (company registration)

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/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.

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2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where:

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

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

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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 1,2 and 3 above 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		
4. An EME or QSE or any entity which is at least 51% owned by people with disability or	2	2		
5. An EME or QSE or any entity which is at least 51% owned by youth . (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

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5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. 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]

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

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

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	 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

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

8.1.1 If yes, indicate:

- i) what percentage of the contract will be subcontracted? _____ %
- ii) the name of the sub-contractor? _____
- iii) The B-BBEE status level of the sub-contractor? _____
- iv) whether the sub-contractor is an EME?

YES		NO	
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9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number

9.3 Company Registration number

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9.4 TYPE OF FIRM (Tick Applicable Box)

☐	Partnership/Joint venture / consortium
☐	One Person business / sole propriety
☐	Close Corporation
☐	Company
☐	(Pty) Ltd
☐	Other: Specify

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

9.7 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? _____

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company / firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restricted the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

2.

..... SIGNATURE(S) OF BIDDER(S)

ADDRESS:

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FORM A3.2: B-BBEE Compulsory Declaration (In case of a JV)

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

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

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
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Section 5: National Treasury Central Supplier Database

Supplier number

Unique registration reference number

Section 6: Particulars of principals

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

Full name of principal	Identity Number	Personal tax reference number
Attach separate page if necessary		

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Section 7: Record in the service of the state

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

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

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

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

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

*insert separate page if necessary

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

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

☐ Yes ☐ No (Tick appropriate box)

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

Section 10: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public

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Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

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

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

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

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

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FORM A4: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | |

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- ☐ a member of the board of directors of any municipal entity ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an official of any municipality or municipal entity ☐ an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

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

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

Signed

Date

Name

Identity
number

Position

Enterprise
name

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FORM A5: Certificate of Attendance at a tender site meeting

I / We acknowledge that the tender briefing was attended by a company representative able to relay the presentation of the works and/ or matters incidental to doing the works in the tender document in order for me/ us to take account of everything necessary when compiling our rates and prices included in the tender.

I/we acknowledge that the attendance register will be used to confirm our company's presence and if found to be absent, will lead to our tender being disqualified.

Name: Signature:

Capacity: Date and Time:

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**FORM A6: Certificate of Authority of Joint Ventures/ Close corporations/
Partnership/ Company/ Sole proprietor (Certified Copies of the
Identity Documents in the Case of sole proprietor)**

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.

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

(I) CERTIFICATE OF COMPANY

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy
attached) taken on 20....., Mr/Ms,
acting in the capacity of....., was
authorized to sign all documents in connection with the tender for Contract No. ALMT 08/2023 and
any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

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(II) CERTIFICATE FOR CLOSE CORPORATION

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

..... hereby authorize Mr/Ms, acting

in the capacity of....., to sign all documents in connection with the tender for Contract No. ALMT 08/2023 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,, hereby authorize Mr/Ms,

acting in the capacity of, to sign all documents in connection with the tender for Contract No. ALMT08/2023 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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 BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
 CONSTRUCTION OF NGODINI FOOTBRIDGE

(IV) CERTIFICATE FOR JOINT VENTURE

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. Name Designation.....
		Signature. Name Designation.....
		Signature. Name Designation.....
		Signature. Name Designation.....

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

Date:

1.....

2.

FORM A7: Registration Certificate of an Entity

Important note to Tenderer:

- 1. Registration Certificates for Companies, Close Corporations and Partnerships, and ID documents for Sole Proprietors, must be attached here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included***
- 2. Bank letter to be attached here. To be specific to this project and not older than 30 days. The letter shall state the tenderers ability to finance working capital requirements before the first claim is to be paid by the client.***

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FORM A8: Schedule of the Tenderer's Experience

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

Signed.....

Date

Name

Position.....

Tenderer

.....

PART T2: RETURNABLE DOCUMENTS
 BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
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FORM A9.1: Schedule Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:						
.....						
.....						
.....						

Signed

Date

Name

Position

Tenderer

PART T2: RETURNABLE DOCUMENTS
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FORM A9.2: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

Construction Manager / Site Agent

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

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Provide separate forms for each position listed in the Form: Key Personnel

Construction Supervisor / Site Foreman

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

PART T2: RETURNABLE DOCUMENTS
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Provide separate forms for each position listed in the Form: Key Personnel

Safety Officer

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

PART T2: RETURNABLE DOCUMENTS
BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
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FORM A10: Schedule of Proposed Subcontractors

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

Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor.

Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.

Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

PART T2: RETURNABLE DOCUMENTS
BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
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FORM A11: 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 if my / our tender is accepted.

(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.....

PART T2: RETURNABLE DOCUMENTS
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FORM A12: Certificate of Registration with CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause F.2.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:.....

CIDB Contractor Registration Number:

Expiry Date:

MBD 6.2

**FORM A13: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION
AND CONTENT FOR DESIGNATED SECTORS**

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.
 The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

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

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Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
 (Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

FORM A14: Competence Achievement Schedules

Functionality Points will be allocated as follows (60 points maximum). Refer to Tender Data clause F.3.11:

Scoring Quality

1 EXPERIENCE, REPUTATION AND REFERENCES (Table A1) - (Maximum 32 Points)

- Experience on previous contracts of a similar project/scope (over last five years)
- 4 projects (Proof of completion to be submitted) - 8 Points per project will be based on the following:
 - Cost of similar project completed/Price of project under evaluation x 8 = No. of points per project

Note: Where appointed project values received from tenderers for consideration, exceed the value of that of the Employers Agent and/or the tendered amount under consideration a maximum of 10 points is awarded. Should the project values be of a lower value, points will be pro-rated using the tender value against the Employers Agent estimate.

2 FINANCIAL REFERENCES (Table A2) - (Maximum 10 Points)

- Proof Of Banking Details and Bank Rating Letter of "C" or better
- Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted.

Point Allocation

0 points (0%) - Failure to Submit Details

0 points (0%) – Bank Rating of E or F

5 points (50%) – Bank Rating D

10 points (100%) – Bank Rating C or higher

3 SPECIFIC KNOWLEDGE (Table A3) - (Maximum 8 Points)

Key Staff

- Site Agent – NQF 5 Qualification and National Diploma in Built Environment or Equivalent
- Site Agent – Minimum 10 years' experience based on field of expertise under consideration

Point Allocation

0 points (0%) Site Agent Experience < 5 years

2 points (50%) Site Agent Experience > 5 years < 10 years

4 points (100%) - Site Agent Experience > 10 years

4 PLANT AND EQUIPMENT (Table A4) - (Maximum 10 Points)

Points are allocated for the availability of required plant and equipment for the project (proof of ownership to be attached). There will be no pro-rated points allocated for this section.

Where letters of intent from a hiring company are to be attached, they should not be:

- Generic letters issued to satisfy the Tender requirements,
- Letters should not be dated older than 1 month prior to closing of tender,
- Frequently obtained and where the supplier is unaware of the tenderers request to supply the said equipment.

FORM A15: Registration on National Treasury Central Supplier Database

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

Name of Contractor:

Central Supplier Database Supplier Number:

Expiry Date:

FORM A16: Form of Intent to Provide a Performance Guarantee

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

PRO-FORMA FOR A PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Employer: (Name and Address)

.....

Bid No:

(Contract title)

WHEREAS

.....

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

.....

.

(hereinafter called "the Contactor") on theday of
20.....

for the construction of (Contract Title)

.....

.

at

.....

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

AND WHEREAS (hereinafter referred to as "the Guarantor") Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

.....

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

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1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor. However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

.....

.....

.....(in words)
R (in figures)

(10 % of the tender sum) which amount I/we agree to hold at your disposal.
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

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

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

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

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

.....
.....

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

on this day of 20.....

As witnesses:

1. Signature
2. Signature

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

Address

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

FORM A17: Tax Clearance Certificate

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1 The tenderer shall attach to this page an original current Tax Clearance certificate and VAT Registration certificate which is valid for the duration of the Tender offer validity period and which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture, each member shall comply with the above requirement.

Where such certificates are no longer issued by SARS the tenderer shall complete the declaration below.

I, (name)
the undersigned in my capacity as (position)
on behalf of (name of company)
herewith grant consent that SARS may disclose to Chief Albert Luthuli Local Municipality our tax compliance status. For this purpose, our unique security personal identification number (PIN) is
.....

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

Failure to submit a valid Tax Clearance Certificate ISSUED BY SARS WITH YOUR BID DOCUMENT AT THE TIME OF CLOSING will invalidate the tender.

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(ST 5.1) March 1999

**APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF TENDER)**

1. NAME OF TAXPAYER/TENDERER:

2. TRADE NAME:

3. IDENTIFICATION No. (if applicable) :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. COMPANY/CLOSE CORPORATION REG No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. INCOME TAX REFERENCE No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT REGISTRATION No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE EMPLOYERS REG No. (if applicable) :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NB : Copy of the tender request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME :

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :

.....

DATE : 20...../...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT :

NB: This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be attached here]

MBD 4

FORM A18: Declaration of Interest

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

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

- 3.1 Full Name:
- 3.2 Identity Number:
- 3.3 Company Registration Number:
- 3.4 Tax Reference Number:
- 3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....

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

3.8.1 If so, furnish particulars.

.....
.....

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

3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....

PART T2: RETURNABLE DOCUMENTS
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.....
3.11 Are any spouse, child or parent of the company's directors,
YES / NO

managers, principle shareholders or stakeholders in service
of the state?

3.11.1 If so, furnish particulars.

.....
.....

* MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or
an employee of Parliament or a provincial legislature.

MBD 5

FORM A19: Declaration FOR Procurement above R10 Million

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.

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

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

PART T2: RETURNABLE DOCUMENTS
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CONSTRUCTION OF NGODINI FOOTBRIDGE

.....
.....

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.**

Signed Date

Name Position

Tenderer

.....

FORM A20: 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.**

5

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

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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:		

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

MBD 9

FORM A21: Certificate of Independent Bid Determination

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9(Cont.)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

- (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.

MBD 9(Cont.)

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.

- (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.
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

Capacity under which Bid is Signed

Name of Bidder

PART T2: RETURNABLE DOCUMENTS
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CONSTRUCTION OF NGODINI FOOTBRIDGE

FORM B1: Authority of Signatory

Details of person responsible for tender process:

Name

Contact number

Office address

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

FORM B2: Execution Programme

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

Specific reference is made to the Clause 5.8.1 in the Contract Data for allowances of special non-working days. Allowance for inclement weather days shall base on the historical weather data supplied in PART C4: SITE INFORMATION contained in this document.

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer.]

SIGNATURE:.....DATE:
(of person authorized to sign on behalf of the Tenderer)

PART T2: RETURNABLE DOCUMENTS
BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
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FORM B3: Contractor's Health and Safety Declaration

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

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

Declaration by Tenderer

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by Tenderer)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety Representatives		
Health and Safety Committee		

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TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Gloves		
Dust Masks		
Safety jackets		
Add items as per risk assessment:		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer and his Agents, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:

.....

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

The Tenderer shall submit separately before commencement of the works his Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in T2.1

**FORM B4: APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK,
Regulation 3(2) of Construction Regulations, 2014**

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

This application must be submitted with the following documents:

1. Health and Safety specifications
2. Health and Safety Plan
3. Baseline risk assessment

1. Name, postal address and telephone numbers of client:

Name.....

Postal address

.....

Telephone

2. Details of Agent

Title, Surname and Initials

ID/Passport No.....

Registration no. with SACPCMP

Office Tel/Mobile

Postal address

.....

3. Name, postal address and telephone numbers of the appointed principal contractor:

.....

.....

4. Name, postal address and telephone numbers of designer of project:

.....

.....

5. Name, postal address and telephone numbers of the following persons:

Construction Manager

Construction Health and Safety Manager

Construction Health and Safety Officer:

6. Exact physical address of construction and site office:

.....

.....

7. Nature of construction work:

.....

8. Expected commencement date:

.....

9. Expected completion date:

.....

10. Estimated maximum number of people on the construction site:

.....

11. Planned number of constructors on site accountable to principal contractor:

.....

12. Name(s) of contractors appointed:

.....

.....

.....

13. Signature of Client/Client's Agent:

.....

14. Signature of Principal Contractor:

.....

MSCM Regulations: "in the service of the state" means to be –

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

CONTRACT

PART 1: AGREEMENT AND CONTRACT DATA

**C1.1 FORM OF OFFER AND ACCEPTANCE
(Agreement)**

OFFER

The TENDERER is to complete and sign the Form of Offer

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

AMOUNT	AMOUNT IN WORDS
R.....	

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
organisation)

Name and
signature
of
witness

Date _____

Acceptance

The EMPLOYER will complete and sign the form of Acceptance

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

The terms of the contract are contained
in

Part 1 Agreement and Contract Data, (which includes this

Agreement) Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site Information

and drawings and documents or parts thereof, which may be incorporated by
reference into

Parts 1 to 4
above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised 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 Contact 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 of 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 the Contractor) within five (5) days after 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 binding contract between the parties,

Signature(s)
)

Name(s)

Capacity

**For the
Employer**

(Name and address of organisation)

**Name and
signature
of
witness**

Date _____

SCHEDULE OF DEVIATIONS

Notes:

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

1 **Subject** _____

Details _____

2 **Subject** _____

Details _____

3 **Subject** _____

Details _____

4 **Subject** _____

Details _____

5 **Subject** _____

Details _____

6 **Subject** _____

Details _____

7 **Subject** _____

Details _____

8 **Subject** _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during the 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 and signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the

Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of witness _____ **Date** _____

For the Employer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and signature of witness _____ **Date** _____

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE

EMPLOYER CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works –

3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title:

"General Conditions of Contract") and can be obtained from:

SAICE

Waterfall Park

Howick

Gardens

Vorna Valley Half way

House

Becker

Street

MIDRAN

D

1685

www.saice.org.za

Gauteng

Province

Tel: (011) 805-
5947/8

Fax: (011) 805-
5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those

set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

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

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

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The variations to the General Conditions of Contract are:

SCC 4.4.3 For conditions regarding selection of **LOCAL EMERGING SUB-CONTRACTORS** (LES Work), see additional clauses below.

The additional clauses to the General Conditions of Contract are:

LOCAL EMERGING SUBCONTRACTORS (LES)

The Contractor shall promptly, and in any event within a reasonable time after the Commencement Date, sub-contract a portion of the Works to the value of **thirty (30) percent** of the work specified in the Schedule of Works (excluding preliminary and general costs) ("the LES Work") to one or more of the local emerging sub-contractors notified by the Employer to the Contract ("the Local Emerging Sub-Contractors"), in strict accordance with, and subject to, the requirements set out in Paragraphs (i) to (x) of this Clause, as follows:

- (i) The Contractor shall select the Local Emerging Sub-Contractor(s) to whom he is to sub-contract the LES Work by means of a competitive bidding process conducted strictly in accordance with the CIDB Standard for Uniformity in Construction Procurement and Best Practice Guidelines January 2009, and in doing so shall exercise all reasonable endeavours to ensure as inclusive and equal a distribution of the LES Work as shall be practicable amongst all the Local Emerging Sub-Contractors, taking into account price, competency and capacity only.
- (ii) The Contractor shall, without reference to the Employer, consider only the competencies and capacity of each Local Emerging Sub-Contractor, be free to identify those components of the LES Work that he shall allocate to each Local Emerging Sub-Contractor.
- (iii) Subject to paragraphs (iv) and (vii) of this clause, in the event that the Contractor fails to sub-contract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause, the Engineer may either a) apply a penalty equal to 10% of the value of the shortfall, or b) make a determination regarding the setting aside of the LES Work so as to prevent the shortfall.
- (iv) Subject to paragraph (vii) of this clause, and notwithstanding paragraph (iii) of this clause, in the event that the Contractor fails to sub-contract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause by reason of his inability to reach agreement on price with one or more of the Local Emerging Sub-Contractor(s), the Engineer may, in his absolute discretion, advise the Employer to allow an increase in the Contractor's rates to so as to facilitate successful price negotiation. In the event that the Employer refuses to authorise an increase to the Contractor's rates or, in the event that the authorised increase in rates fails to facilitate successful negotiation between the Contractor and the relevant Local Emerging Sub-Contractor(s), the Contractor shall be relieved of his obligation to sub-contract the relevant portion of LES Work, always subject to paragraph (vii) of this clause.
- (v) The rates to be applied by the Contractor in the sub-contracts with the Local Emerging Sub-Contractors for the LES Work shall at all times be based strictly on the rates applicable to the Contractor under the Contract, save for any adjustments allowed in terms of paragraph (iv) above.

- (vi) The Contractor shall apply the same rates to each Local Emerging Sub-Contractor in respect of each component of the LES Work, such that, in the event that more than one Local Emerging Sub-Contractor is successfully selected for a single component of the LES Work, the same rates shall apply to each of the selected Local Emerging Sub-Contractors in respect of the said single component.
- (vii) The Contractor shall not be under any obligation to employ a Local Emerging Sub-Contractor against whom the Contractor raises reasonable objection by written notice to the Engineer as soon as practicable, with supporting particulars in writing. In the event of failure on the part of the Contractor to prove reasonable objection to the satisfaction of the Engineer, the Engineer's determination shall be final and binding.
- (viii) The Contractor shall be entitled to include within the Contract Price a maximum management fee of 10% in excess of the rates paid to the Local Emerging Sub-Contractors.
- (ix) When tendering the Contractor shall have exercised all reasonable care not to distort any rates in such a way as to hinder or preclude his obligations under this clause, and, in the event that the Engineer determines the setting aside of the LES Work in terms of paragraph (iii) above, the Contractor shall be prevented from arguing that such LES Work is reserved not to be subcontracted.
- (x) The Contractor shall submit a priced copy of the final agreed version of each proposed sub-contract with a Local Emerging Sub-Contractor ("the Final Draft LES Sub-Contract") to the Employer prior to the execution of such sub-contract. In the event that the Employer, in consultation with the Engineer, deems the price or any other term of any Final Draft LES Sub-Contract to be unduly onerous or unfair to the Local Emerging Sub-Contractor concerned, the Contractor shall modify the price and/or terms in accordance with the Engineer's reasonable instructions.

In sub-contracting the LES Work, the Contractor shall be responsible for performing the LES Work as if he had not sub-contracted. The Contractor shall be liable for the acts and omissions of the employees, sub-contractors and agents of the Local Emerging Sub-Contractors as if they were his own employees, sub-contractors and agents.

CONDITIONS OF CONTRACT FOR LABOUR-INTENSIVE CONSTRUCTION

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 shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers, as reproduced below.

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.

In this document –

“department” means any department of the State, implementing agent or contractor;

“employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;

“worker” means any person working in an elementary occupation on a SPWP; “elementary occupation” means any occupation involving unskilled or semi-skilled work; “management” means any person employed by a department or implementing agency to administer or execute an SPWP;

“task” means a fixed quantity of work;

“task-based work” means work in which a worker is paid a fixed rate for performing a task;

“task-rated worker” means a worker paid on the basis of the number of tasks completed;

“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.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick Leave

9.1 Only workers who work four or more days per week have the right to claim sickpay 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 –

- absent from work for more than two consecutive days; or
- absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months' employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;*
- (b) when the employee's child is sick;*
- (c) in the event of a death of –
the employee's spouse or life partner;
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
the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
the worker's rate of pay and how this is to be calculated;
the training that the worker will receive during the SPWP.*

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping Records

13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;*
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;*
- (c) in the case of a time-rated worker, the time worked by the worker;*
- (d) payments made to each worker.*

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;*
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;*
- (c) in a sealed envelope which becomes the property of the worker.*

14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;*
- (b) the numbers of tasks completed or hours worked;*
- (c) the worker's earnings;*
- (d) any money deducted from the payment;*
- (e) the actual amount paid to the worker.*

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;*
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or 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.

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 –

- (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;
any other information agreed on by the employer and worker.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this contract.

Clause	Description
1.1.1.13	The “Defects Liability Period” is 12 months
1.1.1.14	The “Due Completion Date”, or time for achieving Practical Completion is 4 months.
1.1.1.15	The “Employer” is the Chief Albert Luthuli Municipality.
1.1.1.16	The “Employer’s Agent” is Mr C Pagiwa of Lubisi Consulting Engineers.
1.1.1.26	The “Pricing Strategy” is re-measurement Contract.
1.2.1.2	The Employer’s Agent address for receipt of communications and notices is: Telephone: (013) 752 6416 Facsimile: 013 752 6418 Address (physical): 20 Brander Street Address (postal): P.O Box 12393, Mbombela 1200
3.2.3	The Employer’s Agent is required to obtain the specific approval of the Employer for the following functions or duties: a) Approve extension of time for practical completion in terms of Clause 5.12.1; b) Approve imposition of penalty for delay in terms of Clause 5.13.1; c) Issue of a Variation Order in terms of Clause 6.3.2; and d) Approve the use of contingency funds.
5.1.1 and 5.8.1	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 15 th December and the first Monday of the subsequent year.
5.3.1	The Contractor shall submit within 14 days from the Commencement Date the following documentation for approval by the Employer’s Agent: a) Health and Safety Plan (Refer to Clause 4.3); b) Initial programme (Refer to Clause 5.6) and estimated cash flow; c) Security (Refer to Clause 6.2); d) Insurance (Refer to Clause 8.6); e) Proof of registration with the Workman’s Compensation Commissioner; f) Valid original copy of Tax Clearance Certificate; and g) Written acceptance of appointment.
5.3.2	The time to submit the documentation required before commencement of the Works is 14 days.
5.4.1	The Site is located within inhabited areas, is generally accessible to the public and is not exclusive to the Contractor. The Contractor shall safeguard the public as statutorily required and shall coordinate assistance from the Community Liaison Officer (CLO) as nominated by the Employer.
5.8.1	The non-working days are Sundays. The special non-working days are indicated under Clause 5.1 above.

5.12	FORMULA FOR EXTENSION OF TIME IN RESPECT OF ABNORMAL RAINFALL Extension of time in terms of Clause 5.12 of the general conditions of contract in respect of abnormal rainfall shall be determined in terms of the method below for each calendar month or part thereof, unless the project specifications determine otherwise: $V = (N_w - N_n) + (R_w - R_n)/20$ Where: V: Extension of time in calendar days for the calendar month under consideration. N_w: Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded. R_w: Actual total rainfall in mm recorded during the calendar month under consideration. N_n: Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter. R_n: Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter. Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall. The Contractor shall, at its own cost, provide and erect on the Site at a location approved of by the Employer's Agent, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at its own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required, the Employer's Agent shall be entitled to witness the reading of the gauge. The rainfall records applicable to this Contract are those recorded at Carolina. The following values of N_n and R_n shall apply:
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	MONTH	N_n (Days)	R_n (mm)
	January	14.2	125.6
	February	11.0	79.8
	March	13.0	77.2
	April	7.6	43.7
	May	2.8	14.2
	June	0.6	1.0
	July	1.7	3.3
	August	3.8	5.1
	September	5.3	32.8
	October	14.2	96.2
	November	16	106.2
	December	16.5	159.8
	Total	106.7	744.9
5.13.1	The penalty for failing to complete the Works is 0.08% of the contract amount per day, to a maximum of 5% of the contract amount.		
5.14.1	The requirements for achieving Practical Completion are set out in the Scope of Works Part C3.1.2.1.		
5.14.7	This contract does not contain multiple “Due Completion Dates”.		
5.16.3	The latent defects liability period for civil engineering works is 10 years.		
6.2.1	The type of security for the due performance of the Contract shall be a Fixed Performance Guarantee of 10% of the value of the Works (Excl. Contingencies and VAT). The Performance Guarantee shall follow the suggested wording according to the pro-forma included in Section C1.3 – Performance Guarantee.		
6.5.1.2.3	The percentage allowance on the net cost of workmen and materials actually used in the completed work is 15%.		
6.8.2	The Contract Price Adjustment Factor shall not be applied to this Contract. • The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: ○ The value of x = 0.10 ○ The values of the coefficients are (and the sum thereof is unity): ▪ a = 0.15 Labour ▪ b = 0.20 Contractor’s equipment ▪ c = 0.55 Material ▪ d = 0.10 Fuel		

	○ The indices as follows are published by Statistics South Africa and shall be agreed on at commencement: ▪ “L” is the “Labour Index”; ▪ “P” is the “Contractor’s Equipment Index”; ▪ “M” is the “Materials Index”; and ▪ “F” is the “Fuel Index”. ○ The base month “0” is The base month is: “the month prior to the closing of the Tender”. ○ The applicable month for the statement is denoted by “t”.
6.8.3	Price adjustment in the cost of special materials shall be applied to this Contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on Plant not yet supplied to Site 80% (if plant is fabricated or stored on other places than the Site).
6.10.3	The limit on retention is 10% of the Contract Price
8.6.1	The following insurances shall be effected and maintained in the joint names of the Employer and Contractor:
8.6.1.1	Insurance of the Works, Plant and materials for the period of Care of the Works for a sum insured that is the aggregate of:
8.6.1.1.1	The Contract Price (Excl. Contingencies and VAT);
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance is R 0.00 (Excl. VAT); and
8.6.1.1.3	The amount to cover professional fees payable in respect of the repair or reinstatement of damage to the works or said movables is R 0.00 (Excl. VAT).
8.6.1.2	The Contractor is responsible for Special Risks Insurance.
8.6.1.3	Liability insurance of at least R 5 000 000.00 with the number of events being unlimited.
8.6.5	The insurances shall be effected with an insurance company registered in South Africa.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one or three.
10.7.1	In the event of disagreement with the Adjudication Board’s decision the determination of disputes shall be by arbitration.
10.8.1	In the event of disagreement with the Arbitrator the determination of disputes shall be by court proceedings.

C1.2.2: PART 2: DATA PROVIDED BY THE CONTRACTOR

GENERAL

Clause Description

1.1.1.9 **Name of the Contractor:**

.....

1.2.1.2 **Address of the Contractor:**

Physical:

Postal:

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.....

.....

E-Mail:

Telephone No: Fax No:

6.2.1

Type Of Security	Contractor's Choice. Indicate "Yes" or "No"
Cash Deposit of 10% of the Contract Sum.	
Fixed Performance Guarantee of 10% of the Contract Sum.	
Variable Performance Guarantee of% of the Contract Sum for the first period and ...% of the Contract Sum for the second period.	
Retention of 10% of the value of the Works.	
Cash Deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
Variable Performance Guarantee of% of the Contract Sum for the first period and ...% of the Contract Sum for the second period plus retention of ...% of the value of the Works.	

**C1.2 CONTRACT
DATA**

6.8.3 Variation in cost of special materials

The variation in cost of special materials is:

Type of special material	Unit	Base Rate or price

* Indicate whether the material shall 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.

Signed on behalf of Tenderer:

Clause 4.4.3: **Selection of Sub-Contractors**

The Tenderer shall list on FORM A10 the Subcontractors and Suppliers whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Alternatives may be mentioned.

The Tenderer shall state whether he intends to carry out any specialised work or supply of goods himself.

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

The sub-contractors listed exclude the identified local emerging contractors who will be identified by the Employer.

Signed on behalf of
Tenderer:

.....

C1.3 FORMS OF SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER

Form	Pag
C1.3.1 Form of Guarantee	F.2
C1.3.2 Agreement with Adjudicator	F.6
C1.3.3 Agreement in terms of the Occupational Health and Safety Act	F.8
C1.3.4 Blasting Indemnity	F.10

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. An original document, from a financial institution, with the same text will be provided by the Contractor within the time stated in the Contract Data. Only a Bank or approved Insurance Company or Guarantee Corporation is acceptable as Guarantor.

Pro Forma Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical address: _____

"Employer" means: **Chief Albert Luthuli Municipality**

"Contractor" means: _____

"Employer's Agent" means: A Professional Registered with the Engineering Council of South Africa (ECSA) and is Mr CHALMERS PAGIWA.

"Works" means: _____

"Site" means: _____

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

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

Amount in words: _____

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

Amount in words: _____

Type of Performance Guarantee: _____ (*Insert Variable or Fixed*)

"Expiry Date" means: _____ (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

~~1.1.1 From and including the date of signing the Performance Guarantee up to and including the date~~

R _____

Amount in words _____

- 1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R _____

Amount in words _____

- 1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate shall be submitted to the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3;

3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

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

3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor.

The original of this Guarantee shall be returned to the Guarantor after it has expired.

3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

PART C1: AGREEMENT AND CONTRACT DATA
BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
CONSTRUCTION OF NGODINI FOOTBRIDGE

Signed at: _____

Date: _____

Guarantor's signatory (1): _____

Capacity: _____

Guarantor's signatory (2): _____

Capacity: _____

Witness signatory (1) _____

Witness signatory (1) _____

C1.3.2: AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of 20.....between: the Employer
(*name of company / organisation*).....
of (*address*).....
.....and the
Contractor
(*name of company / organisation*)
of (*address*).....
.....
(hereinafter called **the Parties**)

and

(*name*).....
of (*address*)
.....
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as Contract No.....
(*Contract*
title).....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the
CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has
been requested to act. (* *Delete as necessary*)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

PART C1: AGREEMENT AND CONTRACT DATA
BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
CONSTRUCTION OF NGODINI FOOTBRIDGE

SIGNED by:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

who warrants that he/ she is
authorised to sign for and
Party in
the presence of

who warrants that he/ she is
duly authorised to sign for
and on behalf of the **Second**
Party in the presence of

the **Adjudicator** in the duly
presence of on behalf of the **First**

Witness: **Witness:** **Witness:**
(Signature)..... (Signature)..... (Signature).....

Name: **Name:** **Name:**

Address: Address: Address:

.....

.....

Date: Date: Date:

**C1.3.3: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between **Chief Albert Luthuli Municipality**

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

.....
in his capacity as:

AND:

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

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

BID No:

.....

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

NOW THEREFORE the parties agree as follows:

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

PART C1: AGREEMENT AND CONTRACT DATA
BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
CONSTRUCTION OF NGODINI FOOTBRIDGE

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

Thus signed atfor and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C.1.3.4 BLASTING INDEMNITY

Contract No. _____ Given by _____

*Company Registration No. _____

Address _____

a *Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor), represented herein by _____ in his capacity as the Contractor's _____ duly authorised hereto by a resolution of the Contractor dated _____ a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the Chief Albert Luthuli Municipality (hereinafter called the Company) for,

_____ and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at _____ on the

_____ day of _____ 20____ in the presence of the subscribing witnesses.

AS WITNESSES

1. _____

SIGNATURE

2. _____

DESIGNATION OF SIGNATORY

PART C2: PRICING DATA

PRICING INSTRUCTIONS.....1

BILL OF QUANTITIES.....4

PRICING INSTRUCTIONS

Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the Section C3.5 Project Specifications.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3.5 Project Specifications. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g. G for SABS 1200 G.

Unless otherwise stated, items are measured nett in accordance with the drawing and no allowance is made for waste. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due only.

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the various items. The prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

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

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

Ha	=	hectare
h	=	hour
kl	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton- metre
l	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m ²	=	square metre
No.	=	number
m ² .pass	=	square metre-pass
R/Only	=	Rate Only
m ³	=	cubic metre
Sum	=	lump sum
m ³ .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Work day

PART C1: AGREEMENT AND CONTRACT DATA
BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
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%	=	percentage
nth	=	month

The 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.

Payment for items which are designated to be constructed labour-intensively 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.

BILL OF QUANTITIES

PART C1: AGREEMENT AND CONTRACT DATA
 BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
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DUNDONALD - SLOVO						
ITEM NO	PAYMENT REFERENCE	LI	DESCRIPTION	UNIT	QTY	AMOUNT
1	SABS1200A		GENERAL ITEMS			
1.1	8,3		FIXED-CHARGE ITEMS			
1.1.1	8.3.1		Contractor's Contractual Requirements.	Sum	1	
	8.3.2		Establish Facilities on the Site:			
1.1.2	8.3.2.1		Facilities for Employer's Agent:	P Sum	1	10 000,00
1.1.3	8.3.2.2		Facilities for Contractor:	Sum	1	
1.2	8,4		TIME-RELATED ITEMS			
1.2.1	8.4.1		Contractual Requirements.	Sum	1	
	8.4.2		Operate and maintain facilities on the Site for duration of Construction:			
1.2.2	PSA 8.4.2.1		Facilities for the Employer's Agent:	PS/m	2	R 10 000,00
1.2.3	8.4.2.2		Facilities for Contractor:	Month	2	
1.3	8,5		SUMS STATED PROVISIONALLY BY THE Employer's Agent			
1.3.1	8.5.1.a) > 8.7		Labour, materials and plant to be used during execution of dayworks.	P Sum	1	R 250 000,00
1.3.2	8.5 b) 1 & PSA 8.4.6.3		Employment of a Community Liaison Officer (CLO) to be identified by the Project Steering Committee (PSC) in consultation with the Ward Councillor and ISD Consultant.	PS/m	2	R 8 000,00
1.3.3	PSA 7.2		Control tests by independent laboratory. Additional tests that may be required by the Engineer over and above normal quality control tests performed by the Contractor.	P Sum	1	R 10 000,00
1.3.4			Relocation of Existing Services to be ordered by the Employers Agent after inspection	P Sum	1	R 30 000,00
1.3.5	8.5 b) 2		Percentage allowance on cost on items No. 1.3.2 and 1.3.5 for Contractor's cost and profit. (Max 10%)	%	R 56 000,00	10% R 5 600,00
SUB-TOTAL CARRIED FORWARD TO NEXT PAGE						

PART C1: AGREEMENT AND CONTRACT DATA
 BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
 CONSTRUCTION OF NGODINI FOOTBRIDGE

DUNDONALD - SLOVO						
ITEM NO	PAYMENT REFERENCE	LI	DESCRIPTION	UNIT	QTY	AMOUNT
SUB-TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE						
1.4	8,6		DAYWORKS			
1.4.1			Labour			
1.4.1.1			Foreman	h		Rate Only
1.4.1.2			Skilled Labour	h		Rate Only
1.4.1.3			Semi-skilled labour	h		Rate Only
1.4.1.4			Unskilled labour	h		Rate Only
1.4.2			Plant			
1.4.2.1			Excavator 20t	h		Rate Only
1.4.2.2			Excavator 20t	h		Rate Only
1.4.2.3			Loader 12t	h		Rate Only
1.4.2.4			Tipper truck 10m³	h		Rate Only
1.5			TEMPORARY WORKS			
1.5.1	C 3.4.2		Accommodation of Traffic. (Local - Within Site Boundaries)	Sum	1	
1.5.2	PSA 5.4		Excavate and backfill by hand in soft material to expose existing services - only on approval of Employer's Agent, within freehaul distance of 5.5km.	m³	40	
1.5.3	PSA 5.1		Detail setting out of the Works from survey beacons by a registered surveyor and all other survey related work.	Sum	1	
1.5.4	C 3.3.9.1		Compile and submit for approval by Employer's Agent, a realistic construction programme within the stated period and before commencement of construction.	Sum	1	
1.5.5	PS 2.6.5		Control of ground water, sub-surface, stormwater or spoiled water during construction.	Sum	1	
TOTAL CARRIED FORWARD TO SUMMARY						

PART C1: AGREEMENT AND CONTRACT DATA
 BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
 CONSTRUCTION OF NGODINI FOOTBRIDGE

DUNDONALD - SLOVO							
ITEM NO	PAYMENT REFERENCE	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	SABS1200C		CLEAR SITE				
2.1	PSC 8.2.1		Clear and grub all shrubs and vegetation for areas as required and instructed by Employer's Agent for construction:				
2.1.1			Areas	m ²	300		
2.1.2			Strips (3m wide)	m			Rate Only
2.2	8.2.2		Remove and grub large trees (including tree stumps and roots) of girth over:				
2.2.1	8.2.2.a)		and up to 1,0 m.	No.			Rate Only
2.2.2	8.2.2.b)		1,0 m - 2,0 m.	No.			Rate Only
2.2.3	8.2.2.c)		2,0 m - 3,0 m.	No.			Rate Only
2.3	PSDB 3.1		Removal of Boulders Class A and B and dispose.	m ³	20		
2.4	8.2.10		Remove topsoil to nominal depth of 150mm and stockpile.	m ³			Rate Only
3	SABS 1200 D		BULK EARTHWORKS				
3.1	8,3		SCHEDULED EARTHWORKS ITEMS				
			Bulk Excavation:				
3.1.1	PSD 8.3.2		Excavate by machine in all materials and use for embankment or backfill or dispose, as ordered:				
3.1.1.1			Stockpile and use for Backfill	m ³	118		
3.1.1.2			Dispose	m ³	552		
3.1.2	8.3.2b) ii		Extra-over for: Hard rock excavation. (Blasting or Pneumatic Drilling)	m ³			Rate Only
3.1.3	PSD 8.3.2		Boulder excavation and dump, Class A and B.	m ³			Rate Only
3.1.4	PSD 8.3.3		Restricted Excavations:				
3.1.4.1			Excavate in all materials and use for embankment or backfill or dispose, as ordered.	m ³			Rate Only
3.1.5	PSD 5.2.5		Overhaul:				
3.1.5.1	PSD 5.2.5.1		Extra-over items 2.1.2.1 to 2.1.2.4 for hauling of material in excess of the freehaul distance, only if instructed by Employer's Agent.	m ³ .km	1 104		
SUB-TOTAL CARRIED FORWARD TO NEXT PAGE							

PART C1: AGREEMENT AND CONTRACT DATA
 BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
 CONSTRUCTION OF NGODINI FOOTBRIDGE

DUNDONALD - SLOVO							
ITEM NO	PAYMENT REFERENCE	LI	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SUB-TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE							
3.1.6	8.3.3		Roadbed preparation and compaction of material to:				
3.1.6.1			Minimum of 90% of modified AASHTO maximum density. Rate to include mixing with 50% by volume of G7 Material	m³			Rate Only
3.1.7	8.3.4		Importation of Material (Commercial or Borrow Pit) - Rate to include transportation from source:				
3.1.7.1	8.3.4.a)		Dumprock process, place and compact.	m³	405		
3.1.7.2	8.3.4.a)		G7 Material Bulk Layerworks compacted to 90% of MOD AASTHO.	m³	311		
3.1.7.3	8.3.4.a)		G7 Material Bulk Layerworks in confined areas compacted to 93% of MOD AASTHO.	m³	162		
3.1.7.4	8.3.4.a)		G7 Material Bulk Layerworks compacted to 95% of MOD AASTHO.	m³	41		
4	SABS1200 ME		SUBBASE				
4.1	8.3.1		Construct the subbase course with material excavated in all materials from borrow pits	m³	41		
4.2	8.3.3		Construct the subbase course with material from commercial sources	m³			Rate Only
4.3	8.3.4		Extra over items 3.3.1 for class of excavation:				
4.3.1			Intermediate excavation	m³			Rate Only
4.3.2			Hard rock excavation	m³			Rate Only
4.4	8.3.5		Process subbase/base material by one of the following processes, as relevant, and use in the subbase:				
4.4.1			Stabilization - extra over for pre-shaping and mixing material	m³	41		
4.5			Stabilizing agent:				
4.5.1			Road lime	t			Rate Only
4.5.2			Portland cement	t	2		
SUB-TOTAL CARRIED FORWARD TO NEXT PAGE							

PART C1: AGREEMENT AND CONTRACT DATA
 BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
 CONSTRUCTION OF NGODINI FOOTBRIDGE

DUNDONALD - SLOVO						
ITEM NO	PAYMENT REFERENCE	LI	DESCRIPTION	UNIT	QTY	AMOUNT
SUB-TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE						
5			CONCRETE			
5.1	8.4.3		Strength Concrete:			
5.1.1			Class 20/19			
5.1.1.1			Mass concrete where ordered by the Engineer - Provisional	m³	54	
6	SABS1200 MJ		SEGMENTED PAVING			
6.1	8.2.1		Provision of edge restraints:			
6.1.1			Figure 8C Kerbs including curves	m	30	
6.1.2			100x150 Edge Beam for pedestrian paving	m	30	
6.1.3			200x250 Anchor edge beams	m	12	
6.2	8.2.2		Construction of paving complete:			
6.2.1			Type S-A blocks:			
6.2.1.1			80mm thick interlocking (Paved areas) including bedding sand and works until finishing with fine sand and compaction	m²	180	
6.2.1.2			50mm thick block paving (Paved areas) including bedding sand and works until finishing with fine sand and compaction	m²		Rate Only
7			SUNDRY ITEMS			
7.1			Road - Marking, Painting, Signs	P Sum	1	R 15 000,00
8	8,5		SUMS STATED PROVISIONALLY BY THE Employer's Agent			
8.1			Sundry Items to be ordered by the Employer's Agent	P Sum	1	R 100 000,00
8.2			Subsurface Drainage to be ordered by the Employer's Agent after inspection	P Sum	1	R 100 000,00
8.3			Stormwater Drainage and Erosion Control Works to be ordered by the Employer's Agent after inspection	P Sum	1	R 180 000,00
8.4			Construction of a Footbridge in Ngodini Ward 7 (Complete)	P Sum	1	R 950 000,00
8.5			Construction of a Vehicular Bridge in Hereford (Complete)	P Sum	1	R 500 000,00
8.6			Construction of a Vehicular Bridge at Prayer Mountain (Complete)	P Sum	1	R 750 000,00
TOTAL FORWARDED TO SUMMARY						

PART C3: SCOPE OF WORKS
 BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
 CONSTRUCTION OF NGODINI FOOTBRIDGE

SUMMARY OF SCHEDULE OF QUANTITIES

SUMMARY OF SCHEDULES		
SECTION	DESCRIPTION	AMOUNT
SECTION 1	GENERAL ITEMS	
SECTION 2 - 8	CONSTRUCTION WORKS	
SUB-TOTAL A		
Plus 10% for Contingencies on Sub-Total A (Compulsory)		
SUB-TOTAL B		
Plus 15% for Professional Fees for Employer's Agent on Sub-Total B (Compulsory) (Employer's Agent to be identified by the Employer)		
SUB-TOTAL		
PLUS 15% VAT (Compulsory)		
TOTAL TENDER PRICE		
(Carried Forward to Tender Cover Page)		
TENDERER: _____		
COMPANY: _____		
ADDRESS: _____		

CELL: _____		
EMAIL: _____		
SIGNATURE: _____		
DATE: _____		

THE CONTRACT

PART C3: SCOPE OF WORKS

C3.1 Description of Works

THE CONTRACT

PART C3: SCOPE OF WORKS

C3.2 Engineering

THE CONTRACT

PART C3: SCOPE OF WORKS

C3.3 Procurement

THE CONTRACT

PART C3: SCOPE OF WORKS

C3.4 Construction

THE CONTRACT

PART C3: SCOPE OF WORKS

C3.5 Management

PART C3:

SCOPE OF WORK

PART C3: SCOPE OF WORKS
BID No: ALMT19/2023 - REHABILITATION OF SLOVO PAVED ROAD (SINKHOLE) AND
CONSTRUCTION OF NGODINI FOOTBRIDGE

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Part C3: Scope of Work

3.1 DESCRIPTION OF WORKS

C3.1.1 EMPLOYERS OBJECTIVES

This project is part of the Chief Albert Luthuli Municipality's overall development of infrastructure within the municipality's boundaries. The project is part of emergency road maintenance and repairs. The employer's objectives are to deliver public infrastructure using labour-intensive methods with the aim of services delivery, job creation and poverty alleviation. As part of the rehabilitation of the sinkhole, job creation will occur through the employment of local labourers, and/or local subcontractors.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors.

C3.1.2 OVERVIEW OF THE WORKS

Chief Albert Luthuli Municipality is responsible for the provision of municipal services to all the urban and rural towns in its area of jurisdiction.

The project area is in the Township of Dundonald (Slovo). The Slovo paved road was damaged due to erosion after experiencing storms in the area. The presence of ground water also resulted in erosion of the pavement layer works. This resulted in a sinkhole forming which needs to be rehabilitated.

C3.1.2.1 Extent of the Works

The work to be executed under this contract includes inter alia, for the supply of all prescribed materials, the plant and labour involved for the construction of the following, and not limited to the same for:

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

- a) Contractor's establishment on site
- b) Compliance with EMP requirements
- c) Compliance with OHS act requirements
- d) Provisions of temporary workforce (ABE)
- e) Training of temporary workforce
- f) Housing, offices and laboratories for the engineer's personnel
- g) Maintenance of the road reserve including daily dust control
- h) Identifying and relocating of existing services
- i) Construction of bypasses where necessary
- j) Construction of road and access roads
- k) Clearing and grubbing
- l) Construction of 80 mm segmental concrete block paving
- m) Construction of a new stabilized base and subbase layers
- n) Construction of gravel selected layers
- o) Construction of fill where required
- p) Structural strengthening of poor subgrade conditions
- q) Storm water upgrades
- r) Construction of mountable kerbs
- s) Construction of concrete edge beams
- t) Construction of grouted stone pitching
- u) Installation of road markings
- v) Installation of road signs
- w) Location, moving and protection of existing services (ESKOM Poles and Lines, Water and Sewer);
- x) Site clearance and moving of fences and walls were deemed necessary by the Engineer;

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C3.1.2.2 Location of the Works

The Sinkhole is located in Slovo (Dundonald) close to the Swaziland border within the province of Mpumalanga within the jurisdictional boundary of Chief Albert Luthuli local Municipality (CALLM).

The details of the project location are displayed in the table and figure below.

Table 1: Project location details

Town	Dundonald (Slovo)
Province	Mpumalanga Province
District	Gert Sibande District Municipality
Locality	Chief Albert Luthuli Local Municipality
Co-ordinates	26°13'05.67"S
	30°50'23.28"E

C3.1.3 Labour Intensive Construction

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.1.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Part C3 of the Scope of Works.

The portions of the Works to be executed using Labour Intensive Construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20metres of source;
- Cleaning and tidying up of the Site;
- Dismantling and re-erection of fences;
- Construction of all brickworks required for structures;

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised 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.

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C3.1.4 Sub-Contracting

- C3.1.4.1** Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer.
- C3.1.4.2** The Contractor shall sub-let to local small sub-contractors appropriate portions of the works that are designated in Clause C3.1.3 as being reserved for labour intensive construction methods.
- C3.1.4.3** As required by Clause 4.4.5 of the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc. unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.
- C3.1.4.4** The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which may be considered by the Engineer to warrant such authorization, include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract, is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in Clause 3.1.4.2, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in Clause 3.1.3 above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

As specified in Clause C3.1.4, the Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

C3.1.5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

C3.1.5.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

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C3.1.5.2 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

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

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

C3.1.5.3 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

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

C3.1.5.4 Disposal of spoil or surplus material *(Read with SANS 1921 - 1: 2004 clause 4.10)*

The Contractor shall dispose all surplus and unsuitable material at a legal and registered landfill sites within the Municipal area. He shall be responsible for all arrangements necessary to obtain such legal and registered landfill sites from the Municipality.

C3.1.5.6 Testing *(Read with SANS 1921 – 1: 2004 clause 4.11)*

- **Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

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

- **Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C3.1.5.7 Survey beacons *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

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

C3.1.5.8 Existing Services *(Read with SANS 1921 - 1 : 2004 clause 4.17)*

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

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

C3.1.6 Programme to be supplied by the Contractor

The Contractor's programme shall be essentially in accordance with the overall requirements of the project.

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 and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme according to the precedence method shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Engineer at least two working days prior to monthly meetings.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme and network.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time of completion as defined in Clause 5.7 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 9.2 of the General Conditions of Contract.

The approval by the engineer of any programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to such programme and that the Contract undertakes to carry out the work in accordance with the programme. It shall not limit the right to the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6 of the General Conditions of Contract when drawing up his programme.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

C3.1.7 Overhaul

No payment will be made for overhaul on this contract unless provision is made therefore in specific items.

C3.1.8 Site Facilities Available

C3.1.8.1 Location of Site and Depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The Contractor must obtain written permission from the landowner and subsequently from the Engineer for the establishment of his camp.

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(a) Contractor's Camp Site/Store Yard

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- (iii) No electrical facilities exist on site.
- (iv) It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer or the owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

C3.1.8.2 Source of Water Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipe work, storage tanks, transport and other items associated with the supply of water for the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works.

C3.1.8.3 Source of Power Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

C3.1.8.4 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

C3.1.9 Features Requiring Special Attention

C3.1.9.1 Built-up Areas

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The Contractor's attention is drawn to the fact that the Works will be constructed within built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Specifications. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

C3.1.9.3 Protection of Buildings and Structures

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100m) from any point of blasting, a minimum of 48 hours notice of his intent to execute any blasting work.

The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting, and shall acquire the signature of the owners/occupants agreeing to such conditions.

Subsequent to blasting, both the Contractor and the owners/occupants shall sign the form confirming the condition of the buildings and/or structures. In the event of damage to existing buildings and/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owners/occupants at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of his responsibilities in terms of the Contract.

C3.1.9.4 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

C3.1.9.5 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Quantities.

C3.1.10 Management of the environment

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

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

(b) Fires

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

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C3.1.11 Community Liaison and Community Relations

In all dealings with nearby communities and beneficiaries of the project, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community and/or any group of beneficiaries, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co- operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community and/or beneficiaries, and he shall attend all liaison

meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community and/or beneficiaries shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 10 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 10 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.1.12 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians, technical staff and the user department, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications.

The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.1.13 Samples

Materials or work that do not conform to the approved samples, submitted in terms of Clause 7.4 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the samples meet the specification requirements.

C3.1.14 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades (required in terms of Clause 8 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

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C3.1.15 Requirements for Accommodation of Traffic

General

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

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

Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road. The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

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

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

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

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

C3.1.16 Open Trenches

Trenches may not be left open during the builder's holidays, and shall be safeguarded at all times from danger to the public. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

C3.1.17 Statutory Regulations

The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and

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- ~~(c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and~~
- (d) The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- (e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

The Contractor shall comply with all the conditions of the Record of Decision in terms of Section 22(3) of the Environmental Conservation Act, 1989.

A time-related and a fixed-charge item have been provided in Schedule A of the Schedule of Quantities. The contractor shall allow for all obligations imposed by the Environmental Management Plan including the appointment of an environmental manager/control officer.

C3.1.18 Safety

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) The Principal Contractor must do a Risk assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent prior to commencement of Construction.
- (b) The Contractor must ensure that regular safety meetings be held, and that the minutes of such meetings be kept in a Safety File, which must be available on site at all, times.
- (c) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (d) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (e) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (f) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (g) Full compliance with all other requirements pertaining to safety as may be specified in the Contract (Also refer to Notice to Tenderers).

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act.

For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require. Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of clause 5.11 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until

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~~such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.~~

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 5.13.1 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of subclause 9.2.1 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 9.2."

In addition to all above safety related requirements the Contractor shall take cognisance of the requirements of the construction regulations and OHS Specifications bound in C3.5.2 of this document.

C3.1.19 Safety Officer

OHS must be provided.

The Contractor is required to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, in particular the Construction Regulations, 2014, to appoint a Health and Safety Officer for the works.

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. The Contractor shall submit details of the proposed

C3.1.20 Source of Material/Borrow pit

The contractor will be held responsible for locating legal, licenced and approved sources of all materials complying with the relevant minimum requirements to be used in this contract. No separate payment shall be made for this, as all costs related thereto shall be deemed to be covered by the tendered rates.

Where possible materials manufactured or produced locally shall be procured to promote local enterprise.

C3.1.21 Photographic Record

Prior to the commencement of the work, and during the contract period, a photographic record shall be made of all existing stands and structures to be effected by the project, and forwarded to the Engineer prior to the authorisation of the first progress payment.

A payment item is included in the Schedule of Quantities to cover the Contractor's cost for compliance with the above requirements.

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C3.2 ENGINEERING

C3.2.1 Design

- The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works
- The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as – built drawings

C3.2.2 Employer's Design

The Employer has designed the permanent works included in this contract. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in clause 05 of the Standard Specifications.

C3.2.3 Drawings

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

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

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

C2.3.1.1 Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.”

C3.3 PROCUREMENT

C3.3.2 Restriction of the Utilisation of Personnel in the Permanent Employment of the Contractor

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 1.1.1.14 of GCC 2015, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Part T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

"Key personnel" means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise 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 sub-clause, circumstances which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- (a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.
- (b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- (c) Any other circumstances which the Engineer may deem as constituting a warrant.

C3.3.3 Provision of Temporary Workforce for the Contract

The Contractor shall employ labour from the local community through the CLO except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 4.11 of the General Conditions of Contract 2015.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance.

The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor.

The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

- a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment**

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The CLO shall attend all site and other meetings concerning the project.

- Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Engineer, will interview prospective appointees and in their discretion appoint such CLO.
- Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph bill of quantities.
- Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.

Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions.

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company policy regarding:
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued
- Labour Desk

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C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

C3.4.1.1 The Standard specification, are carried out strictly in accordance with SANS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African National Standards.

C3.4.1.2 For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply –

SANS 1200

A	- PRELIMINARY AND GENERAL
AB	- ENGINEER'S OFFICE
C	- SITE CLEARANCE
DA	- EARTHWORKS (SMALL WORKS)
DB	- EARTHWORKS (PIPE TRENCHES)
G	- CONCRETE (STRUCTURAL)
GB	- CONCRETE (ORDINARY BUILDINGS)
L	- MEDIUM PRESSURE PIPELINES
LD	- SEWER
LB	- BEDDING (PIPES)
M	- ROADS (GENERAL)
ME	- SUBBASE
MF	- BASE
MH	- ASPHALT BASE AND SURFACING
MJ	- SEGEMENTED PAVING

C3.4.1.3 The term "project specifications" appearing in any of the SANS 1200 standardised specifications must be replaced with the terms "scope of work".

C3.4.1.4 References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section **C3.4.2**.

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C3.4.2 Variations and Additions to Standard and Particular Specifications

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.2 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.

EPWP labour intensive specification

C3.4.3.1 Labour intensive competencies of supervisory and management staff

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

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

Table 1: Skills programme for supervisory and management staff

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

C3.4.3.2 Employment of unskilled and semi-skilled workers in labour-intensive works

C3.4.3.2.1 Requirements for the sourcing and engagement of labour

- 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.

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2. The rate of pay per day set for the EPWP shall be obtained from the Municipality
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.
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 C3.4.3.2.1.3.
5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that has less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income
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.

C3.4.3.3 Specific provisions pertaining to SANS 1914-5

1. Definitions

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

2. Contract participation goals

- 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.
- 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.

C3.4.3.4 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.

C3.4.3.5 Variations to SANS 1914-5

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.

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

C3.4.3.6 Training of targeted labour

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.
2. The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
3. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
4. The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
5. 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 C3.4.3.6.2 above.
5. Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

SANS 1200 A: GENERAL

PSA 1 QUALITY OF MATERIALS (Sub clause 3.1)

Add the following:

All materials used in this Contract shall be the official SANS mark where applicable.
All materials shall be new and of the best quality available unless otherwise specified.

PSA 2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

Add the following to the provisions of Clause 4.2.

- a) The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.
- b) The Contractor's office is to include a facility with furniture suitable for the use during site meetings, accommodating 8 persons.
- c) The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service, and shall be deemed to be included in the preliminary and general.

PSA 3 SETTING OUT OF THE WORKS (Clause 5.1.1)

Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

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Add the following:

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 4 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS (Clause 5.2)

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5 LOCATION AND PROTECTION OF EXISTING SERVICES (Clause 5.4)

Add the following provisions of Clause 5.4.1

PSA 5.1 Location of existing services

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 6 ACCOMMODATION OF TRAFFIC (New clause 5.9)

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadwork's in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

PSA 7 TOLERANCES

PSA 7.1 General (New subclause 6.4)

No guarantee is given that the full specified tolerance will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the "authorised" dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the "authorised" dimensions.

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If the work is therefore constructed in accordance with the “authorised” dimensions plus or minus the tolerances allowed, quantities will be based on the “authorised dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the “authorised” dimensions plus or minus the tolerances allowed, the Engineers may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the “authorised” dimensions, and where the actual dimensions are less than the “authorised” dimensions minus the tolerance allowed quantities for payment shall be based on the actual dimensions as constructed.

PSA 9 MEASUREMENT AND PAYMENT

PSA 9.1 Contractual Requirements (sub clause 8.3.1)

Add to sub-clause 8.3.1:

“In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

PSA 9.2 Contractual Requirements (sub clause 8.4.1)

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.
- (iii) Compliance with all general conditions and requirements, which are not specifically, measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

PSA 9.3 Adjusted Payment for Time-Related Items

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts

for Time Related Items x $\frac{\text{Extension of Time authorised by variation order}}{\text{Tender contract period}}$

*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be

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subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

**PSA 9.4 Compliance with OHS Act and Regulations
(Including The Construction Regulations 2014) unit: sum**

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance

PSA 9.5 Accommodation of Traffic (Clause 8.8.2)

Where the new works interferes with the existing roads, the Contractor shall construct these sections of the works under traffic. The work will involve catering for the safe and easy passage of public traffic in all weather, both day and night for the full traffic control and signposting.

The Contractor may alternatively make his own arrangement for detours to be constructed, all subject to the Engineers approval.

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual and the requirements of the relevant road authority. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Road works Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)”

SANS 1200 A: PRELIMINARY AND GENERAL

PSA 3.1 Quality of Samples

All materials used shall be suitable for the purposes for which they are intended. Materials shall comply with the requirements of the South African Bureau of Standards, where such standards are available.

PSA 5 CONSTRUCTION

PSA 5.1 Setting out of the work and protection of beacons (Sub-clause 5.1)

The Contractor shall be responsible for the true and proper setting out of the Works from the basic control points shown on the Drawings or indicated by the Employer's Agent Representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer's Agent. Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer's Agent may alter any part of the works to suit local conditions if necessary. No claim for incorrect setting out will be considered. Clause PS 10.6 shall also apply.

PSA 5.1.1 Services (Sub-clause 5.2)

All excavations to expose existing known services shall be excavated by hand in all materials by the contractor. Any existing service in the road reserve or municipal servitude that is damaged as a result of negligence by the contractor will be repaired by the contractor to the satisfaction of the Employer's Agent at his own cost. Clause PS 10.1 shall also apply.

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PSA 5.2 Watching Barricading, lighting and traffic crossings, (Clause 5.2)

All open excavations shall be properly demarcated with reflective tape, barricading and any other requirements that the Local Authority has.

PSA 5.3 Protection of Structures (Clause 5.3)

The contractor must contact house owners at least two weeks prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed. Clause PS 10.2 shall also apply.

PSA 5.7 Safety

Add the following:

1. The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.
2. The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:
 - The Factories, Machinery and Building Work Act (Act 22 of 1941)
 - The Explosives Act (Act 26 of 1956)
 - The Mines and Works Act (Act 27 of 1956)
 - The Occupational Health and Safety Act (Act 85 of 1993)
3. The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:
 - i. The Code of Practice relating to the safety of men in civil engineering inspection pits and small – diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).
4. The Contractor shall provide suitable and safe access by way of ladders, gangways, etc. to all parts of the Works as may be required for construction purposes or for inspection by the Employer's Agent or the authorised Inspectors in terms of the above-mentioned Acts.
5. All precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties. Trenches shall in every way be made and kept safe for persons working therein.
6. All persons working, inspecting or supervising in places where falling material and/or objects could be encountered shall be provided by the Contractor with hard hats of a type approved by the Inspector of Mines, the use of which shall be strictly enforced.
7. The Contractor shall provide a properly equipped first-aid box, which shall be accessible at all times.
8. Where adequate safety precautions are not being observed, the Employer's Agent may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.
9. The Contractor shall display on a prominent place the following emergency information:
 - i. Local Police: Telephone number
 - ii. Local Ambulance: Telephone number
 - iii. Local Fire Brigade: Telephone number
 - iv. Nearest Doctor
 - v. Name
 - vi. Telephone number (office hours)
 - vii. Telephone number (after hours)
 - viii. Consulting room street address
10. The Contractor shall furthermore comply with the requirements of the "Safety Instructions" contained at the end of this Document. (See Schedule 13)

PSA 6.2 Degree of accuracy (Sub-clause 6.2)

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Degree of Accuracy shall apply to all components of the Works except where otherwise specified in the Schedule of Quantities and/or Drawings and provided that the minimum permissible deviation given for an element will prevail where more than one deviation can be interpreted in Clause 6.2.3(d).

PSA 7 Testing (Sub-clause 7)

The onus rests on the Contractor to produce work, which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings and the Contractor must at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, materials technicians and other technical staff, together with all instruments and equipment, to ensure adequate supervision and positive control of the works.

The cost of the all supervision and process control, including testing, so carried out by the Contractor, shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for process control. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control.

The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.

PSA 7.2 Laboratory (Sub-clause 5.2)

A Laboratory for the use of the Employer's Agent Representative is not required on site. A commercial laboratory approved by the Employer's Agent and appointed by the Contractor shall do all acceptance control tests required in terms of the Contract. All tests must be done according to the tests prescribed in the SANS 1200 under the relevant sections.

PSA 7.4 Statistical analysis of control tests (Sub-Clause 7.4)

Statistical control methods will not be applied under this contract.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.2.1 Fixed-Charge and Value-Related Items (Sub-clauses 8.2.1. and 8.3)

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.3 of the General Conditions of Contract 2015, or if extension of time for the completion of the works is granted.

Payment for fixed-charged and value-related items will be done in three separate payments as follow:

40% of total cost after the Contractor has stabilised and equipped the site office and after the Employer's Agent is satisfied that a substantial start of the actual construction work has been made;

40% of total cost after 50% of the actual work (excluding material on site) has been completed and approved by the Employer's Agent;

20% of total cost on issue of practical completion certificate by Employer's Agent, according to the guidelines of the GCC.

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PSA 8.2.2 Time-Related Items

The tendered amount for a time-related item will be increased if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period.

The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the work and the original time period allowed for completion of the works.

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

PSA 8.2.2.1 Standing time costs due to riot, etc. for the Contractor's total operation.

The unit for measurement shall be a working day, and a working week shall be held to consist of five working days and a working day of 9 hours, unless otherwise agreed upon. The sum per working day tendered under this time-related item shall represent that part of the Contractor's costs for standing time of whatever nature.

This payment item will only be applicable to delays in the execution of the Works and additional costs which in the opinion of the Employer's Agent are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Contractor.

The provision of this clause shall in no way prejudice the right of the Employer or the Contractor to terminate the Contract under the provisions of Clause 9 of the GCC (2015).

PSA 8.3.2.1 Facilities for Employer's Agent

The Contractor to provide one furnished site office for the use of the Employer's Agent and his representative sage to the requirements of SANS 1200 AB 3.2 or similar approved. A monthly time-related provisional sum has been included in the Schedule of Quantities to cover the rental costs of accommodation for the Employer's Agent Representative. These amounts shall be payable by the Contractor to the Employer's Agent according to the provisional sums allowed and upon receipt of a tax invoice for such amounts.

The Contractor shall provide and maintain one carport with waterproof roofing for the duration of the Contract for the use of the Employer's Agent. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions or similar approved.

a) Cellular Telephone

No cellular telephone has to be provided for the Employer's Agent Representative for the duration of the contract. Measurement and payment shall only be made for the relevant time related item.

b) Name Board

Number of name boards as per Bill of Quantity will be ordered by the Contractor according to the Employer's Agent's specifications, complete with dimensions, wording and specifications as prescribed, within one month form the commencement date. The Contractor shall be responsible to transport the name board to site and to erect it at the indicated position on suitable supporting posts. The Contractor shall remove the name board completely from site after construction is completed before the last payment certificate shall be approved.

PSA 8.4.2 Operation and Maintenance of facilities on site for the duration of construction, except where otherwise stated

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities would not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.11 of the General Conditions of Contract (2015).

PSA 8.4.2.1 Facilities for Employer's Agent (Time Related Items)

a) Cellular Telephone

No cellular telephone has to be provided for the duration of the contract. However, the contractor is responsible for costs up to R5000.00/month all-inclusive.

b) Name boards

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Name boards shall be maintained for the duration of the Contract.

c) Survey Assistants and Materials

The contractor shall provide the following survey equipment on the site from the commencement to the completion of the works, which shall also be for the use of the Employer's Agent and his representatives.

- a) 1 x 100m steel measuring tape;
- b) Steel pegs, shovels, picks etc. which the Engineers Representative may require during the contract;
- c) 1 Theodolite with tripod and 5m staff.
- d) One complete Troxler test unit, with proof of recent calibration.
- a. Hotel or other Accommodation or office required for the Employer's Agent Representative.

These items will include the cost of rented office accommodation and the provision of telecommunication facilities to the Employer's Agent. The Contractor will be responsible for this prime cost items to the amount of R6,000.00 per month. These services will be provided to the Contractor by the Employer's Agent and will be billed in advance. These items will include all overhead costs, maintenance and insurance with respect to the provision of office accommodation and cellular- and landline telecommunication facilities. This item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

d) Administrative assistance to the Contractor

This item will entail the pension of administrative assistance to the Contractor by the Employer's Agent and will include assistance relating to the:

- Calculation and determination of project quantities;
- Compilation of construction payment certificates; and
- Copy and submission of construction payment certificate.

The Contractor will be responsible for this prime cost item to the amount of R5,000.00 per month. This item will be billed in advance and will be payable to the Employer's Agent prior to certification of the second construction payment certificate. This item will include all computer related / electronic work, facsimiles, printing and copying as well as travelling and time based work in this instance.

e) Health and Safety Inspections on Site

This item will include the provision of Health and Safety Inspections on Site by a certified Health & Safety Office under the auspices of the Employer's Agent. The Health and Safety Officer will ensure compliance the Contractor with the OHS Act and he will have the authority to stop construction work on Site will be responsible for this prime cost item to the amount of R7,500.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

f) Environmental Management Plan Audits

This item will include the provision of Environmental Management Plan (EMP) Audits on Site by an Environmental Control Officer (ECO) under the auspices of the Employer's Agent. The ECO will monitor compliance of the Contractor with the EMP and will be responsible for this prime cost item to the amount of R10,000.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

PSA 8.9 Construction Monitoring

Construction monitoring costs will be claimed by the design engineer on a monthly basis for the duration of construction at a rate of R45,000 per month for construction monitoring services (Level 2 – Part time) rendered by the design engineer's representative (ER). The ER shall:

- a) Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly according to the demand of the project;
- b) Regularly, review samples of materials and work procedures for conformity to the contract documentation and design specifications. The ER shall review regular samples of important completed work prior to covering up, or on completion as appropriate.

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~~The Contractor will take ultimate responsibility for quality of work and remains responsible to put in place~~ quality control processes to control its output in terms of the design specifications and requirements whereas the design engineer will conduct inspections and acceptance testing to confirm conformance to the design specifications prior to certification of the works.

PSA 9.1 Submit detail as-built drawings of existing services and adjustments to construction drawings

The contractor will be responsible for the submission of all as-built drawings of all existing services intersecting pipeline trenches as well as any applicable adjustments to the construction drawings. The lump sum tendered shall include full compensation for all information in the possession of the contractor as required above in order to complete the as-built drawings must be submitted to the Employer's Agent Representative before a certificate of completion will be issued for the works.

PSA 9.2 Detailed setting out of the work

The contractor will ensure that all the works be set out from existing survey beacons by a registered surveyor. The sum tendered shall be regarded as inclusive of all related survey work on site.

The Employer's Agent will provide survey beacons (of adequate type and in sufficient quantity) as bench marks. From information provided on drawings issued by the Employer's Agent, the Contractor shall be responsible to provide all positions and levels, of all intermediate points required for proper control of the works.

As bench marks may be disturbed during the execution of the works, all levels and setting out pegs shall be referred to at least two bench marks. The contractor will ensure that all works are set out from existing survey beacons by a professional registered land surveyor. The setting out data, including the elevation (obtain x, y, z coordinates) from these pegs shall be submitted to the Employer's Agent evaluate final natural ground levels (NGL) prior to the commencement of excavations. In the case of deviation from the original pipe route for whatever reason, the contractor will at his own cost survey the new proposed route, and submit the data to the Employer's Agent for approval.

Preservation and replacement of beacons and pegs will be subject to the Land Survey Act, 1927 (Act No 9 of 1927).

PSA 9.3 Compile and submit Health and Safety Plan

The lump sum tendered shall include full compensation for the provision and maintenance of a Health and Safety Plan, risk assessment, permit applications and notifications as called for in the Act and Regulations.

Eighty percent (80%) of this amount will be paid when an approved Health and Safety Plan has been achieved. A further 10% will be paid when the value of work certified by the Employer's Agent exceeds one half of the tender price and the remaining 10% will be payable upon issue of a completion certificate.

PSA 9.4 Implement Health & Safety Plan

The lump sum tendered shall include full compensation for the compliance with the approved H&S Plan

and inter alia for the following:

- Provision and maintenance of Health & Safety File;
- Provision of construction supervisors and safety officers;
- Health and Safety training for employees and subs;
- Provision of protective clothing;
- Provision of safety fences, signs and barricades; and
- Scheduling of monthly safety meetings and providing monthly reports accordingly, etc.

PSA 9.6 Control of Water

The Contractors are warned that the water table might be high due to the location of the construction site, fact that this site is situated in a high rainfall area and considering that the construction period may run into rainy season.

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The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works and for the handling of any sub-surface water especially in excavations for terraces and trenches that may affect the Works and for the handling of all spoiled water when disconnecting existing water connections or valves. All payments to be made in this regard and all costs related thereto, shall be deemed to be included in the relevant items that are included in the Schedule of Quantities.

SANS 1200 AB: ENGINEER'S OFFICE

PSAB 1 NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following.

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details municipalities standard name board. A sample is attached.

PSAB 2 SURVEY ASSISTANTS (Clause 5.5)

Substitute "two or more suitable educated survey labourers" in this paragraph with "one semi-skilled labourer".

The Engineer's Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week.

PSAB 3 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed.

- a) One automatic level plus tripod,
- b) One level staff, all graduated metrically and
- c) One 5m and one 25m-tape measure.

The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer's Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

PSAB 4 MEASUREMENT AND PAYMENT

PSAB 4.1 Survey Assistant ((New Clause)

Payment for the survey assistant shall be at the tendered day work rates for the hours worked in assisting the Engineer's Representative. No payment shall be made for the survey equipment all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities. No payment shall be made for the survey equipment or survey assistant and all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities.

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SANS 1200 C: SITE CLEARANCE

PSC 1 SCOPE (Clause 1.1)

Add the following:

"The specification also covers the removal of unreinforced and reinforced concrete, existing pipe culverts and existing roadway and layerworks, (at tie-ins and road widening), and saw cutting of existing road surfacing."

PSC 2 MATERIALS

Disposal of Material (Subclause 3.1)

Delete the first two sentences of this clause and replace with:

"Debris arising from clearing operations or from the demolition of existing structures that are not suitable for re-use in the works or for landscaping in areas designated by the Engineer, shall be removed by the Contractor and disposed of at the approved tip site. Transport of such material shall not be paid separately, but shall be included in the relevant items for clearing

The rates tendered shall allow for any fees to be paid at the tip site."

PSC 3 MEASUREMENT AND PAYMENT

PSC 3.1 Clear And Grub (sub - clause 8.2.1)

The location of disposal or dumping sites shall be the Contractor's responsibility and no overhaul shall be payable to the Contractor for loading, temporary and dumping of material thus cleared under this scheduled item.

Unit of measurement for "clear and grub", for road works shall be the square metre, and clearing for sewer and storm-water routes shall be metre.

**PSC 3.2 Removal of Brickwork, Reinforced And Unreinforced Concrete
(New Clause) unit: m3**

Separate items are scheduled. Measurement shall be net in place before removal. The rates shall cover the cost of complete demolition, all necessary excavation and associated works and disposal as per PSC 3.1.

SANS 1200 DA: EARTHWORKS (SMALL WORKS)

PSDA 1 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1)

Delete Sub-Clause 3.1.1 and 3.1.2 and replace with the following:

PSDA 1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSDA 1.2 (a) and (c).

PSDA 1.2 Classes of Excavation

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

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(a) Soft Excavation

Any material, which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.

(c) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metre in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- cemented sedimentary rocks.

PSDA2 CONSTRUCTION

PSDA2.1 Conservation of Topsoil (5.2.1.2)

Add the following to Subclause 5.2.1.2:

“Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material.”

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SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 1 CLASSES OF EXCAVATION (Clause 3.1)

The excavation of material, for the purposes of measurement and payment shall be classified as specified in PSDA 1.

SABS 1200 G: CONCRETE (STRUCTURAL)

PSG 1 MATERIALS

PSG 1.1 Applicable Specifications (3.2.1)

Add the following:

All cement types shall comply with the requirements of SABS ENV 197-1

For this contract only OPC CEM I, Class 42.5, cement shall be used.

PSG 1.2 CEMENT (3.2.1 and 3.2.2)

The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

PSG 2 PLANT

PSG 2.1 Ties (4.5.3)

Add the following:

Permanent metal ties shall have a minimum concrete cover of 40mm after formwork has been removed.

Tie holes shall be filled with “Durabed” grout supplied by ABE or similar approved. The product shall be prepared to a non-slump consistency, but where no cracking occurs when pressed into a firm ball. Trial mixes shall be made to arrive at the required working consistency.

PSG 3 CONSTRUCTION

PSG 3.1 Fixing (5.1.2)

The welding and the use of heat in cutting high tensile deformed bars (Y bars) shall not be permitted without the approval of the Engineer.

PSG 3.2 Cover (5.1.3)

The reinforcement shall be fixed with the minimum cover as specified on the drawings.

In the case of walls, columns, roof slabs, the minimum specified cover should be attained by one of the following methods, or as approved by the Engineer.

- (1) by using “cover block” manufactured from dense, strong cement/sand formed in a block with wire ties, cured under water for a minimum period of 7 days.
- (2) by the use of plastic spacers, set in an orientation so that no pockets of air can be trapped beneath them during vibration of the concrete.

PSG 4 FORMWORK

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PSG 4.1 Design Of Forms

- (i) Forms shall conform accurately to the shape, lines, levels and dimensions of the concrete as shown on the drawings.
- (ii) The design of formwork and supports shall be the responsibility of the Contractor.
- (iii) Forms shall be designed as to support their mass, the load exerted by wet concrete and the vibration, construction or other loads that they may be subjected.
- (iv) All timber shall be free from holes, loose knots, cracks, splits, warps or other defects likely to affect the strength or appearance of the finished structures.
- (v) Wedges and clamps shall be used in preference to nails for securing the form components and wire ties or tie bolts in reinforced concrete, and must be capable of removal after use, except as otherwise specified.

PSG 4.2 Classification of Finishes (5.2.1)

Notwithstanding Sub-clause 5.2.1, finishes shall be classified as rough or smooth, as follows:

- (a) Rough

Concealed surfaces and surfaces more than 200mm below final ground level

- (b) Smooth

All surfaces not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed areas, unless other indicated, shall be chamfered 20mm x 20mm by means of a fillet fixed to the formwork.

PSG 4.3 Removal of Formwork (5.2.5)

Add the following:

Removal of forms shall be determined by means of cubes cast with the concrete and cured in accordance with S.A.B.S. 863. The removal shall be carried out under the personal supervision of the Foreman, only after the permission of the Engineer has been obtained and in such a manner that the concrete is not jarred, vibrated or otherwise damaged. Where test cubes to determine stripping times are not made, the minimum periods which shall elapse between the time of the placing of the concrete and the time of removal of the forms, shall otherwise agreed with the Engineer, be in accordance with the table hereunder, where each day covers a full 24 hour period.

Delete Table 2 and replace with the following:

Minimum stripping Times in Days

	CEM I	CEM I	CEM II	CEM II	CEM III	CEM III
Type of structural Member of Formwork	Normal Weather (Above 15° C)*	Cold weather (Below 5°C)*	Normal Weather (Above 15° C)*	Cold weather (Below 5°C)*	Normal Weather (Above 15° C)*	Cold weather (Below 5°C)*
Beam sides, wall or unloaded cols	1	2	2	4	2	6
Slabs, with props left underneath	4	7	5	8	6	10
Beam soffits. Props left underneath	7	12	8	14	10	17
Removal of Slab Props	10	17	10	17	12	21

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Removal of beam Props	14	21	14	21	18	28

*Average daily temperature of the atmosphere adjacent to the concrete as measured by a maximum and minimum thermometer.

PSG 5 CONCRETE

PSG 5.1 General (5.5.1.1)

Concrete shall comply with the requirements for strength concrete. (See clause 5.5.1.7)

The maximum cement content for all grades of concrete shall not exceed 450kg per m³ without the permission of the Engineer. In addition, the following will be applicable for this project:

1. The concrete must be resistant to mild acid with a PH of approximately 6.
2. This may be facilitated by slowing the progress of the reaction by using a calcareous aggregate (e.g. limestone) which is susceptible to acid attack and will help to neutralize the acid.
3. Coarse aggregate used must be as large as possible i.e. 26.5 mm to reduce the proportion of paste in the concrete which is vulnerable to acid attack.
4. Fine aggregate must be well graded and able to produce a dense, impermeable matrix that will resist the ingress of aggressive materials. The grading curve given in Fulton's concrete technology and referred to as the preferred grading must be used and not the grading given in SANS 1083.
5. A high proportion of cement i.e. a minimum of 350 kg/m³ must be used to ensure a sufficient content of Ca(OH)₂ which is vulnerable to acid attack. This minimum cement content must be used irrespective of the water/cement ratio requirement for a 35 MPa concrete.
6. The concrete must be resistant to attack by sulphates which are present in sewage.
7. A cement must be used which is resistant to expansive reactions due to sulphates. The best cement available for this purpose will be a 50/50 blend of ground granulated blast furnace slag and clinker cement.

Curing of concrete

Curing of concrete by means of surface water retention or use of an acceptable curing compound must be included to improve the impermeability of the concrete surface to chemical ingress.

Permeability and resistance to chemical attack can be enhanced by using the various proprietary materials available for the purpose which can be used as a coating, either barrier or penetrating. Information must be obtained from the manufacturer/supplier and included in your submission.

PSG 5.2 Sample and Trial Concrete mixes

The concrete mixes for the grade of strength shall be designed by an approved design laboratory. The Contractor at his own cost shall supply to the laboratory samples of the cement and aggregate he proposes to use for the works. The proposed slumps and proportions of the materials to be used for each grade of concrete shall be submitted to the Engineer for his approval.

No structural concrete shall be placed on the job until the Contractor has satisfied the Engineer as to the suitability of the mixes concerned.

Trial panels for durability concrete (W class concrete)

As part of the durability class concrete mix design approval process, trial panels shall be constructed on the site (or at the laboratory) before construction of structural elements commences, to ensure that the contractor can successfully achieve the oxygen permeability and sorptivity targets set for the in-situ concrete with method of construction to be adopted. Each trial panel shall be constructed using the same type of concrete

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mix, shuttering type, placing and curing methods (including application rates of curing compounds if applicable) as to be used on the final structural element to be constructed. The dimensions of such a trial panel shall be 0.40m wide, 0.60m high and 150mm thick. The panel shall be constructed vertically. It is suggested that 2 lifting hooks be cast into the panel to facilitate lifting, moving or disposal of panel. It most likely will be that one trial panel will be required for substructures (piers, columns, retaining walls, etc) if the same grade concrete is specified for all substructures.

The test area for taking of cores (taken in horizontal direction) shall not be less than 100mm from all horizontal and vertical edges. The number of cores to be extracted and tested is described below.

Test panels for durability concrete (W class concrete)

During casting of concrete on site, test panels shall be constructed on the site adjacent to where the concrete element is being placed. Each test panel shall be constructed with the same concrete, shutter type, compaction and curing methods being used in the element being cast (including same vibrator frequency and curing compound application rates), and be left to cure for 28 days adjacent to the concrete element. Thereafter it shall either be cored on site or transported to the laboratory for testing of the required durability parameters. The dimensions of the test panels shall be 0,4m wide, 0,6m high and 150mm thick and be cast vertically to simulate vertical casts of the substructures and vertical faces of all structures. It is suggested that 2 lifting hooks be installed at both top ends of the test panel to assist with transport. For precast concrete, test panels will not be constructed, as cores will be drilled from the concrete elements at the Precast yard before being placed at its final location. For the horizontal faces of Columns/Surface Bed Slabs, Water Retaining Walls and All bases/foundations, test panels will also not be constructed. Instead cores will be extracted from the top surface of the test panels.

The frequency of the testing and number of cores to be extracted is described under below.

The test area for the taking of cores (taken in a horizontal direction) shall not be less than 100mm all horizontal and vertical edges.

Testing for concrete durability

Durability predictions for durability concrete prefixed 'W' will be based on the following tests that shall be carried out by an accredited laboratory approved by the Engineer:

- (i) Oxygen permeability
- (ii) Water sorptivity
- (iii) Chloride conductivity

Notes:

The test methods shall be as described below.

For test no's (i) and (ii) (and (iii) when required), cores of 70 ± 2 mm diameter shall be extracted from the test panels when the concrete reaches the age of at least 28 days and tested.

Test No. (iii) may only be required where specified (e.g. within a chloride environment along the coast or where chlorides are present in ground water).

A sample for the purposes of durability testing is as defined in Table B8106/1. The cores for durability testing shall be extracted from the test panels for process and acceptance control (at the frequency as shown in Table B8106/2). Durability testing shall only be required for concrete specified as durability concrete with the prefix "W". The number of samples to be taken shall be as shown in Table B8106/2.

Table B8106/1: NUMBER OF CORE RESULTS REQUIRED FOR A SINGLE SAMPLE FOR DURABILITY TESTING

Durability Parameter	No. of Core Results
a. Sorptivity	1

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b. Oxygen Permeability	2
c. Chloride conductivity	1

* Test undertaken only if specified and within a chloride environment.

Table B8106/2: Number of test panels required for durability testing

Element	No. of Test Panels to be taken (see Table B8106/1 for number of core results required for a single sample)
Water Retaining walls	1 (per element/pour) ²
All bases/foundations	1 (per element/pour) ²
Columns/Surface Bed Slabs	1 (per element/pour) ²

Note:

1. Test panels required to be cast vertically. Additional cores required to be extracted from roof slabs/beams, i.e. in-situ cores.
2. Note that where group of elements are cast on the same day, only one test panel will be required, but only if the same grade concrete is used.

For cores to be extracted from precast elements, the engineer will indicate the positions at which the cores will be extracted. Filling of the holes left by the drilling of the cores shall be the responsibility of the contractor and shall be carried out using an approved proprietary non-shrink repair mortar so as to restore structural integrity and durability of the structural element tested.

The methodology and latest revisions for the durability index tests are available at the University of Cape Town's web address at www.civil.uct.ac.za. In addition, the results of all the durability testing shall be submitted at least once a month in the required format to the University of Cape Town, where the present contact person is: Dr. H Beushausen - email: hans.beushausen@uct.ac.za.

Testing for concrete cover

Concrete cover testing shall be conducted using an approved calibrated electromagnetic cover meter, able to comply to requirements as defined in linear and block scans and has the ability to save and calculate data measured.

The testing (non-destructive) shall be conducted to confirm that the specified depth of concrete cover has been achieved. The cover meter tests shall cover at least 1m² for every 20m² surface area of concrete placed. Readings shall be taken to identify individual bars, with at least 3 readings at 100mm spacing on every single bar within 1m². The cover meter must be calibrated whenever being used to test for cover on each project. Standard Calibration block must be used on each project, and where substantial testing is required, the calibration block shall be kept on site. Cover meters shall comply with the relevant modern standards (e.g. EN55011, 50082-1, 6100-6-1, 6100-6-2, 6100-6-3, 6100-6-4 and BS18881 Part 204).

Critical elements for cover surveys are Columns/Surface Bed Slabs, Water Retaining Walls and All bases/foundations. The engineer will identify other critical areas required to be surveyed. Should any of these areas shows deficiencies, the engineer may order additional cover tests on other areas at the contractor's costs.

The procedure for testing for depth of reinforcement from concrete surface shall be in accordance with the manufacturer's requirements for the relevant electromagnetic cover meter. All cover meters shall be calibrated on site under the control of the engineer. The number of readings taken of the layer of rebar closest to the concrete surface to each 1m² to be tested shall be such that an accurate average cover can be determined for the tested area. For the purposes of calculating the average depth of cover bars that have covers 15mm or

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greater than what is specified shall be capped at specified cover plus 15mm in the calculations.

Example, where Specified cover = 40mm, test as 35mm, then apply limits, $85\% \times 35 = 30\text{mm}$.

Quick Scan readings are to be taken perpendicular to the layer of rebar closest to the concrete surface for each scan area (+/- 30 per m²), so that an average cover to reinforcement can be determined for the tested area.

Readings are to be taken to identify individual bars within each 1m². At least three cover readings, at 150mm spacing, per an individual bar shall be shown in the test results but only overall cover measurement would be used for payment purposes. Reports generated by the equipment shall be used for determining payment. Where more than 10% of readings are below specified lower limit, the area shall be re-scanned, by Image, Block or Grid scan method, to verify the average cover.

Cognizance to be taken of the effect to cover depth measured, where spliced bars are measured in same area as single bars. The size of rebar shall be corrected manually on the device by means of applying the following formula (approximately $1.41 \times \text{diameter of rebar}$ as shown in design).

Where insufficient cover are established before placing of concrete, e.g. Starter bars from base not correct position, remedial action to be performed before continuing with next concreting – these actions to be clearly recorded and area identified.

SABS 1200 GB: CONCRETE (ORDINARY BUILDINGS)

PSGB 1 SCOPE (Clause 1.1)

This section includes specifications for various aspects of concrete referred to in other sections of the standard specifications as well as the construction of cement screeds and waterproofing of concrete roof slabs.

PSGB 2 GENERAL

PSGB 2.1 WATERPROOFING

Waterproofing materials shall be transported, handled and stored with care and laid strictly in accordance with the manufacturer's instruction. A clean, dry, smooth, firm and structurally adequate base with a fall of at least 1 in 50 (depending on the material selected) is required with drainage to gutters and/or rainwater outlets on roof edges, as relevant. Attention shall be given to the detailed design of openings, projections, gutters, down pipes and finishes to make adequate provision for run-off water and to minimise blockages.

Corners and edges shall be covered or angle-rounded. Run-off over the edges of slabs shall be eliminated as this causes stains to the building. Fillets of 75 x 75 mm shall be provided at upstand corners.

The necessary gradient for waterproof membranes are normally provided on top of structures in low-density screeds and then finished, if necessary, with a cement/mortar topping.

PSGB 2.2 CEMENT SCREEDS

CEMENT

The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

Mechanised plant e.g. scabblers or abrasive blasters must be used for complete removal of all laitance from the existing surface of the floor slab. Dust pollution should be kept to a minimum during these operations. Once the coarse aggregate of the slab is exposed, all dust and debris should be removed, surface thoroughly wetted and maintained for approximately 12 hours. A bond coat (1:1 mix of cement and fine sand) should be spread evenly over the surface using a stiff fibre brush. The screed must be laid and compacted in 1 layer. Screeds and toppings shall be of sufficient quality to provide a firm base. The following screed characteristics are suggested for waterproofing purposes:

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- (a) Compressive strength of at least 25Mpa at 28 days;
 - (b) Steel-trowel finish (light);
 - (c) Drying shrinkage of less than 0.2% when tested in accordance with the testing conditions specified in SABS 836;
 - (d) Minimum screed thickness of 40mm;
 - (e) Maximum moisture content of screeds:
 - (i) Applications with a density of less than 500 kg/m³ : 10%
 - (ii) Applications with a density exceeding 500 kg/ m³ : 7%
- The screed should be cast or sawn into panels that do not exceed 9m² to cater for drying shrinkage and to control cracking.

PSGB 3 MEASUREMENT AND PAYMENT

PSGB 3.1 Cement Screeds for:

- | | | |
|-----|---------------------------|----------------------|
| (a) | 25mm screed on floors | unit: m ² |
| (b) | 25mm screed on roof slabs | unit: m ² |

The unit of measurement shall be the square metre of exposed surfaces to be screed.
The tendered rate shall include all costs for supplying, delivering, storing on site, handling, etc of the materials necessary for the screed, including mixing and laying of screeds currents and falls and forming of sundry items such as fillets, etc complete. The tendered rate shall also cover the cost for forming of screeds around outlets, waste and of all scaffolding, temporary supports, hoisting facilities, etc.

PSGB 3.2 Waterproofing of roof slabs with Derbigum or similar approved unit: m²

The unit of measurement shall be the square metre of the horizontal and vertical surfaces of waterproofing to the approval of the Engineers. All turn-ups and turn-downs will be deemed to be included in the area measured for the waterproofing and will not be paid for separately.

The tendered rate shall include all costs for supplying, delivering, storing on site, handling, moving, installing and fixing the waterproofing system complete with all necessary sundry items, such as flashing strips, dressing waterproofing around pipes and into outlets and channels. The tendered rate shall also cover the cost of cutting and waste and for scaffolding, hoisting facilities, etc.

SANS 1200 GA: CONCRETE (SMALL WORKS)

PSGA 1 SCOPE (Clause 1.1)

This section includes specifications for various aspects of concrete referred to in other sections of the standard specifications.

PSGA 2 CEMENT (3.2.1 and 3.2.2)

The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

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SANS 1200 LB: BEDDING (PIPES)

PSLB 1 SCOPE (Clause 1.1)

This section includes bedding for water pipelines.

PSLB 2 BEDDING MATERIALS (Clause 3.4.1)

PSLB 2.1 Source of material

It is anticipated that selected fill will have to be obtained from commercial sources.

PSLB 2.2 Selective excavation for bedding materials

Notwithstanding the requirements of Clause 3.7 of SANS 1200 DB and Clause 3.4.1 of SANS 1200 LB regarding the use of selective methods of excavation, selective method of excavation and plant shall be adopted by the Contractor as to enable him to avoid burring or contaminating material that is suitable and is required for bedding. The details contained in SANS 1200 LB shall be used for all relevant bedding details as applicable.

PSLB 3 CRUSHED STONE BEDDING (New clause)

Where the conditions on the trench bottom are so wet that the use of selected granular material is not practical, use will be made of 13.2 or 19mm single sized crushed stone material from commercial sources. The use of such stone will be entirely at the Engineer's discretion.

PSLB 4 FREEHAUL (Clause 8.1.6)

All material for bedding cradle and selected fill obtained from excavations on site shall be regarded as free haul. No overhaul will be payable for obtaining bedding material from within the site.

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SANS 1200 LD: SEWERS

PSLD 1 SCOPE (Clause 1.1)

This section provides for the supply and installation of 110mm and 160mm diameter sewers with appurtenant manholes and connections.

PSLD 2 TYPES OF PIPES, PIPE JOINTS AND FITTINGS (Clause 3.1)

PSLD 2.1 The sewer pipes and couplings shall be of the following as detailed on the relevant drawings and included in the Schedule of Quantities:

- 110mm and 160mm diameter heavy duty uPVC pipes with flexible coupling to SABS 791 and appurtenant plain junctions for house connections

PSLD 3 STEP IRONS (Clause 3.5.7)

The provision of step irons is not required.

PSLD 4 MANHOLE COVERS AND FRAMES (Clause 3.5.8)

Manhole covers located in roadways or as directed by the Engineer must be supplied with Type (2A) – 153 kg heavy-duty Polymer Concrete manhole covers and frames cast integrally with the top slab. (National Manhole Covers Product No. 119105 or similar approved).

PSLD 5 CONNECTIONS TO MANHOLES (Clause 5.4)

Notwithstanding the provisions of clause 5.4, Drawing No. LD-2 (a) shall apply to uPVC pipes. In addition, the short pipe that is built into the manhole shall have clean coarse sand glued to the outside surface to facilitate a watertight bond.

PSLD 5.1 Finished Cover Levels (New Clause)

Unless otherwise ordered or dimensioned explicitly on the working drawings, the level of the top surface of the cover shall be

- flush with the final surface of a carriageway, footway or any paved areas
- 50 mm above the surface of a grassed or gravelled verge, or service lane
- 250 mm above the finished ground level for manholes situated at the mid block of private or municipal property.
- 500 mm above ground level in undeveloped open space.

PSLD 6 WATERTIGHTNESS OF MANHOLES (Clause 7.2.6)

All manholes will be subjected to a test for water tightness.

PSLD 7 TOLERANCES (Clause 6.0)

PSLD 7.1 The permissible deviation of the location in plan, of the centre line of the sewer and of the position of manholes and junctions, from the designated location shall be ± 50 mm.

PSLD 7.2 The permissible deviation from the designated level to the invert at each manhole shall be ± 5 mm and the fall between successive manholes shall be at least 90% of that specified.

PSLD 8 TESTING (Clause 7.0)

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PSLD 8.1 Torch and Mirror Test (New Clause)

For the pipeline to be acceptable the visibility of the plug/reflector shall be at least 50% of its area.

PSLD 8.2 Acceptance Criteria (New Clause)

The acceptance of the pipe length or manhole shall depend upon whether it satisfies the criteria set out in SABS 1200 LD clauses 6 and 7.

Where pipes other than vitro clay pipes are laid, only tests carried out on the pipelines after completion of the backfilling to ground level (excluding surface restoration) and completion of the construction of manholes to roof height, including benching, will be considered for acceptance purposes.

In the case where vitro clay pipes are being laid, no pipelines are to be covered prior to inspection and approval by the Engineer. Once the pipeline has been laid and bedded in the compacted bedding cradle (to half pipe) between control points, the Engineer must be called out to inspect the installation. The Contractor is to provide the necessary equipment in order for the Engineer to adequately assess that the pipeline has been laid to the specified tolerances. Further, an air test, in accordance with the specifications, is to be conducted and witnessed by the Engineer prior to the placing of the Fill Blanket.

PSLD 8 CONNECTIONS TO EXISTING SEWERS AT MANHOLES (New clause)

The contractor shall under no circumstances connect the new reticulation into the existing without the prior written instruction of the Engineer. This instruction will only be given after acceptance, by the Engineer, of the sewer lines and manholes of the new reticulation upstream of the connection point.

The rate for this item shall allow for accommodation of flow in existing sewer mains and all other incidental labour and material required while making connections into and altering benching in existing manholes.

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PSL SANS 1200 L: MEDIUM PRESSURE PIPELINES

PSL 1 SCOPE

All water pipelines in this contract shall be deemed to be medium pressure pipelines.

PSL 2 MATERIALS (Sub-clause 3.1)

PSL 1.1 CI PIPES FITTINGS AND SPECIALS

Add: " All cast iron fittings to be cement mortar or coated with Rilsan or fusion-bonded epoxy"

PSL 1.2 STEEL PIPES, FITTINGS AND SPECIALS

Delete sub items 3.4.2 and 3.4.3 and replace with the following:

- "All steel pipes, fittings and specials, larger than 150mm diameter to be 4.5mm wall thickness, grade B steel to SANS 719/1971.
- All steel pipes, fittings and specials, 150mm diameter and smaller to be heavy duty to SANS 62.
- All bolts, nuts and washers to be stainless steel.
- All steel pipes, fittings and specials to be Rilsan coated. "

PSL 1.3 uPVC PIPES AND SPECIALS

uPVC pipes and specials to comply with to SANS 966 part 1 specification.

PSL 1.4 FLEXIBLE COUPLINGS

Add: "The shortest length of pipe which may be used in the pipeline is 0,5m, thus the shortening of an adjacent pipe may be necessary so as to ensure compliance with the position of the specials. When pipes of 1,0m or less, in length, are used they shall be jointed by means of C.I. short collar detachable couplings".

PSL 1.5 Flanges and Accessories

Add to sub clause 3.8.3:

"The insertion piece shall be such as to cover the full face of the flange (i.e. the O/D). Bolts and nuts shall comply with SANS 135. Drilling shall conform to BS4504 Table 16/11".

PSL 1.6 Loose Flanges

With regard to sub clause 3.8.4 the following standard shall apply:

"Bolts and nuts shall comply with requirements of SANS 135".

PSL 1.7 VALVES

Delete the contents of this Sub clause and replace by:

"Only one type of valves is acceptable:

- a) Wedge gate type valve

Valves shall comply with the requirements of SANS 664 1989 as amended, and shall bear the SANS quality mark. A test certificate as per Clause 3.5.20 of compliance with SANS 664 will be acceptable.

Valves shall display the following features;

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- ~~A minimum of 250 microns coating of Rilsan Nylon 11.~~
- Class 16
- Clockwise closing
- Non rising spindle type with cap.
- May have spigotted, socketted or flanged end connections. When flanged valves are specified, the drilling shall be to Table 16/11 of BS 4504".

PSL 2 CONSTRUCTION (Sub clause 5)

PSL 2.1 General

Add to sub clause 5.1.1

"The center line of the pipeline shall normally be 2,5m from the road reserve boundary inside the road reserve. The pipeline is to be laid continuously and leaving gaps for fittings will not be allowed.

PSL 2.2 Depths and Cover

Unless otherwise shown on the drawings or instructed by the Engineer, cover to pipes shall be as follows:

During Construction:

Where construction traffic is liable to cross over pipes, they shall be laid so that there is not less than 0,75m of cover over the pipe. Road crossings shall be constructed after the construction of the road layers has reached the stage where 0,75m cover is available.

Pipes beneath Verges and Open Spaces:

The tops of pipes beneath verges shall be not less than 0,75m and not more than 1,25m below the final verge level.

Supply Connection:

The tops of pipes shall not be less than 450mm and not more than 600mm below the final road surface.

Pipes beneath existing roadways:

The tops of pipes beneath a road shall not be less than 1m and not more than 1,25m below the road level.

PSL 2.3 SETTING OF VALVES, SPECIALS AND FITTINGS

Add to Clause 5.3:

"The hydrant shall be bolted to the tee such that the outlet is in line with the pipeline. Valves shall be positioned opposite the erf splay peg at intersections".

PSL 3 TOLERANCES

PSL 3.1 CONTROL POINTS

Add: "Valves shall be located as indicated on the plan layout opposite the boundary peg of the erf, and to within a longitudinal tolerance of 100mm."

PSL 3.2 ALIGNMENT (PLAN AND LEVEL)

Add to last sentence: "provided this does not result in a reversal of the grade of the pipeline."

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PSL 3.3 Testing of pipelines

PSL 3.3.1 Test pressure (sub-clause 7.3.1)

All pipes shall for test purposes be assumed to have a working pressure of 600kPA for class 6 pipes, 900kPA for class 9 pipes, 1200kPA for class 12 pipes and 1600kPA for class 16 pipes. Test pressure for field-testing shall be 1.25 times the working pressure. The Contractor shall allow for the testing of pipes in short sections so that the difference in minimum and maximum pipe elevation does not exceed 60m for class 6 pipes, 90m for class 9 pipes, 120m for class 12 pipes and 160m for class 16 pipes.

PSL 3.3.2 Method of testing

- a) The Contractor shall provide an approved test pump, an accurate water meter, sealed pressure gauge, tested and certified by an independent testing organization, and all other equipment, materials and labour required for the test.
- b) The section of pipeline to be tested shall be clean and closed off at the ends by isolating valves, end caps or approved end-closure pieces. Free ends shall be firmly strutted against solid supports or trust blocks designed to withstand safely 2 times the calculated and thrust under maximum test pressure. It shall be incumbent on the Contractor to establish the need for blank flanges or isolating valve flanges in order to limit leakage rates past gates, blades and seals.
- c) During this initial filling stage, the pipeline joints and all specials, fittings and valves shall be visually inspected for visible leaks and same rectified before proceeding with the test.
- d) The pressure shall be maintained for one hour and if a pressure drop occurs, more water shall be added to reinstate the test pressure and the valve closed again. The quantity of water added shall be measured by recording the readings before and after pumping.

This procedure shall be repeated for a period of 24 hours, with water added at hourly intervals where necessary to reinstate pressure and water meter reading recorded. At the end of the 24-hour period, the aggregate quantity of water required to reinstate pressure over 24 hours shall be determined.
- e) The contractor shall give the Engineer 48 hours written notice of his intention to commence pressure testing and the Engineer may attend and supervise all or any part of tests. All records and recording charts shall be handed to the Engineer as soon as tests over any section have been completed.
- f) All valves, specials, fittings and exposed joints, shall be inspected visually during the 24 hours pipeline test and all visible signs of leaks, sweating and distress shall be reported and attended to without delay.

PSL 3.3.3 Remedial Measures

- a) Should the maximum leakage limits as specified be exceeded; the contractor shall determine the position and cause of the leaks and shall take remedial measures at his own expense and to the satisfaction of the Engineer to stop such leaks to ensure the specified degree of water tightness.
- b) If during the contract period of maintenance, the number of leaks and other defects is considered by the Engineer to be more than could reasonably be expected from a well-laid pipeline operating under normal conditions, he may order the contractor to retest parts or the whole of the pipeline at the Contractors own expense and no claims for escalation in costs or for whatever other reasons the Contractor might consider to submit claims shall be considered, except where such retests are the result from damages caused to the pipeline by the Employer.

PSL 3.4 Anchor / thrust blocks and pedestals

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~~Dimensions at all anchor / thrust blocks shall be supplied by the Engineer as and when required. The Contractor shall request such information not less than seven (7) calendar days in advance.~~

PSL 4 MEASUREMENTS AND PAYMENT

PSL 4.1 Supply, lay and bed of pipes complete with couplings Unit: m

Notwithstanding the provision of sub clause 8.2.4, 8.2.6 & 8.2.7, separate items will not be scheduled for the cutting of pipes. The rates tendered shall include the supply & fixing of extra coupling, supply & installing joints special couplings, and the encasing of joints.

PSL 4.2 Extra over PSL 4.1 for the supply lay and bed of fittings and specials complete with couplings

Notwithstanding the provision of sub-clause 8.2.4, 8.2.6 and 8.2.7, separate items will not be scheduled for the cutting of the pipe. The supply and fixing of the extra couplings, supply and installing joints with machined collars and special coupling, and the encasing of joints will therefore be deemed to be included in the rates tendered.

PSL 4.3 CONNECTION INTO MAINS (New Clause)

The contractor shall under no circumstances connect the new reticulation into the existing without the prior written instruction of the Engineer. The Engineer will only give this instruction after acceptance of the new reticulation system

THE CONTRACT PART C3: SCOPE OF WORKS

Particular Specifications

Occupational Health and Safety Specification for Principal Contractors and Contractors for Construction Work

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Appendices

Annexure:	A	Notification of Construction Work
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- B Appointment Form [Example]
 - C Recording and Investigation of Incidents
 - D Agreement with Mandatories

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1. Introduction

In terms of Construction Regulation 7 this document describes the health and safety specifications required for any principal contractor whom is making a bid for or whom has been appointed to perform construction work on behalf of the client. [Ref. CR 5(1)(a)]

- A principal contractor is required to compile their Health and Safety Plans based on these specifications detailed and referred to, in this document.
- In other words, the Health and Safety Plan must specify how the Principal Contractor will control and manage all health and safety aspects on the construction site.
- The Health and Safety Plan must be relevant to the construction work being carried out and if possible refer to the numbering system of this document.
- A principal contractor is to ensure that these specifications are communicated to all contractors under his/her agreement.

2. Reference Documents

The following documents are referred to:

2.1. Occupational Health and Safety Act, (Act No. 85 of 1993) - [OHSA] and Regulations.

2.2. Civil, Mechanical, Structural and Electrical Drawings [CME]

1..1 Drawing References:

1..1.1 Drawing No:___

1..1.2 Drawing No:___

1..1.3 Drawing No:___

1..1.4 Drawing No:___

1..1.5 Drawing No:___

2.3 Compensation for Occupational Injury and Diseases Act – [COIDA]

3. Scope of Work

Detailed Description of work to be carried out

- Earthworks
- Excavations
- Work @ Height
- Pressure Testing
- Vehicle & Mobile Plant
- Concrete Works
- Support and Formwork
- Structures
- Electrical Works

List of plant, machinery and tools to be used during the project:

- Construction & Mobile Plants
- Hand Tools
- Portable Electrical Tools
- Ladders
- Further Information to be provided by contractor

List of Major hazards identified in the design risk assessments:

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- Working at Heights
- Earth Works & Excavation
- Construction vehicles and Mobile plants
- Pouring Concrete
- Use of Power Tool
- Structures / False Work
- Shuttering
- Steel work

4. Definitions

The following definitions apply. (Abbreviations and legal references in brackets where applicable):

Construction Work

Means any work in connection with –

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard Identification, Risk Assessment and Risk Control (HIRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the client.

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Construction Supervisor [CR 8(7)]

Means a full time, competent employee appointed in writing by the Contractor to supervise construction work. The appointment, as required by the OHSA, shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Construction Plant

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, and excavators, dewatering equipment and road vehicles with or without lifting equipment

Contractor

Means an employer who performs construction work and includes principal contractors and sub- contractors.

Health and Safety Plan (HSP)

Means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

The plan shall be applied from the date of commencement of and for the duration of construction work.

Health and Safety File (HSF)

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~~The file holding all documentation and records on health and safety for the project, which shall be available at all, times for evaluation, and a copy of which will be forwarded to the client upon completion of the project.~~

Disabling Injury Frequency Rate (DIFR)

The number of disabling injuries (DI"s) multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Disabling Injury Severity Rate (DISR)

The number of days lost due to DI"s multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Confined Space

An enclosed, restricted or limited space in which, because of it's construction, location or contents, or any work carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present

5. Responsibilities of Contractors for Construction Work

5.1. Notification of Intention to Commence with Construction Work

The principal contractor shall notify the Provincial Director of the Department of Labour before any work commences, in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

The notification must be completed in the **Annexure 2** form and a copy of the proof of fax or delivery to the Department of Labour to be kept in the Health and Safety File for inspection by an inspector, the client or an employee.

5.2. Principal Contractor's Responsibilities

Compile a Health and Safety Plan

Ensure co-operation between all contractors to comply to the Act

- Ensure compliance to the Act in terms of:

- a) Provide relevant sections of these specifications to contractors as required
- b) Appoint each contractor in (a) above in writing. Only contractors who have the necessary competencies and resources may be appointed
- c) Ensure each contractor's Health and Safety Plan is implemented and maintained on site
- d) Stop any contractor from work which is not in accordance with Health and Safety Plan's or which pose a threat to health and safety of persons
- e) Sufficient information is provided to contractors where there are changes to design and construction
- f) Ensure every contractor is registered and in good standing with the Compensation Commissioner
- g) Ensure potential contractors have made provision for the cost of health and safety measures. Negotiate and approve the Health and Safety Plan of each contractor.

- All Health and Safety File's including the principal contractor's to be available on site.
- A consolidated Health and Safety File to be handed over to the client on completion of construction including records of drawings, designs etc.

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- ~~Health and Safety File to include updated list of all contractors, the agreements and their type of work.~~

5.3 Contractor's Responsibilities (including sub-contractors)

- Provide their Health and Safety Plan to the principal contractor.
- Where a contractor appoints another contractor (sub-contractor) it is the responsibility of that contractor to apply 4.2 above as if he were the principal contractor.
- No contractor to appoint another contractor (sub-contractor) unless the latter has the necessary competency and resources to perform the required work.
- To provide any information which affects the health and safety of any persons at work to the principal contractor.

5.4 Legal Appointments

The principal contractor shall ensure copies of the appointment letters of all responsible persons appointed on site will be kept in the Health and Safety File. All legal appointments shall be conducted in accordance with the requirements set out in the OHSA and as per this specification. The tables below set out the appointment protocols for CR and OHSACT. It should be noted that these represent a complete list and not all these appointments may be required:

Construction Regulations

Reg.	Appointment	Appointee	Competency Required
CR 7 (1)	Principal Contractor	16(2) for the company	Curriculum Vita on file and Supervisor training (legal liability)
CR 5 (3b)	Contractor	Competent person	Proof of induction
CR 8 (1)	Contracts Manager	Competent Person	Certificate & CV
CR 8 (2)	Ass Construction Manager	Competent Person	Certificate & CV
CR 8 (7)	Construction Supervisor	Competent person	Curriculum Vita on file and Supervisor training (legal liability)
CR 8 (8)	Assistant Construction Supervisor	Competent person	Curriculum Vita on file and Supervisor training (legal liability)
CR 8 (5)	Safety Officer	Competent person	Curriculum Vita on file and SAMTRAC or similar
CR 9 (1)	Risk Assessor	Competent person	Curriculum Vita on file and HIRA or similar
CR 10 (1)	Fall Protection Planner	Competent person	Curriculum Vita on file and Fall Plan Developer
CR 12 (1)	Temporal Works	Competent person	Curriculum Vitae
CR 13 (1)	Excavation Work Inspector	Competent person	Curriculum Vita on file and Supervisor training (legal liability)
CR 23 (1j)	Construction Vehicle Inspector	Competent person	
CR 23 (1d)	Construction Vehicle Operator	Competent person	Certificate of Competency for relevant construction vehicle
CR 28 (a)	Stacking and Storage Supervisor	Competent person	
CR 29 (h)	Fire Equipment Inspector	Competent person	
CR 29 (i)	Fire Team Members	Competent person	Fire Fighting Certificate

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OHS Act

Reg.	Appointment	Appointee	Competency Required
OHSA 17 (1)	Health & Safety Rep	Nominated employee	Health and Safety Representative Certificate
OHSA 19 (1)	Health & Safety Committee Member	Management representative	Curriculum Vita on file and Supervisor training (legal liability) and IRCON or similar
GAR 9 (2)	Incident Investigator	Competent person	Curriculum Vita on file and RCAT or similar
GSR 3 (4)	First Aider	Competent person	First Aid Certificate
GSR 13	Ladder Inspector	Competent person	In house Training
DMR 18 (11)	Lifting Equipment Operator	Competent person	Code 1, 2, 3, 32, 33, 35 or 46
DMR 18 (5)	Lifting Equipment Inspector	Competent person	
	Hand Tools Inspector	Competent person	In house Training
	Pneumatic Tools Inspector	Competent person	In house Training
EMR 9(4)	Portable Electrical Equipment Inspector	Competent person	

The responsibilities of each appointment are detailed in the relevant form, which are signed by both the authorised person and the appointee and kept in the Health and Safety file. An example of an appointment form for a Construction Supervisor can be found under **Annexure B**.

5. Documentation and Procedures

All required documentation for the construction work, shall be kept in the Health and Safety File, which shall be available on site. The Construction Supervisor shall be responsible for the file on site and the Project Manager shall ensure that documentation is valid and up to date. It is required that the documentation is filed in an orderly fashion for easy access. The following sections are suggested:

1. Company insurances and information

- Letter of good standing
- Public liability
- Emergency contact numbers
- Notification of construction work
- Company organogram
- Health and Safety policy
- HIV & Aids Policy
- Drug & Alcohol policy
- Personal Protective Equipment Policy

2. Health and safety plan and specifications

3. Appointments

4. Inspection registers and checklists

5. Risk assessments

- Risk matrix

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- Risk assessments
 - Method statements
 - Record of internal training
 - Review of risk assessments
- 6. Safe work procedures**
- Safe Working procedure training
 - Planned task observations
 - Emergency procedures
 - Fall protection plan
 - Permits to work
- 7. Incident management**
- WCL2 forms
 - Annexure 1 forms
 - Injury on duty reporting and investigation procedure
 - Resumption reports
- 8. Training records and medical fitness certificates**
- Certificates of formal training
 - Induction training records
 - Medical fitness certificates for all employees
- 9. Audits**
- Client's Health and Safety audits
 - Site inspection reports
 - Site safety instructions
- 10. Contractor control**
- List of contractor's and type of work
 - Contractor appointments
 - 37 (2) agreements
- 11. Health and safety communication**
- Toolbox talks to be held weekly
 - Health and Safety notice board
 - Schedule D
 - Memo's to employees

12. OHS Act and Regulations

6. Application of COIDA and OHSA to Construction Work

6.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

Every contractor shall provide proof of registration and an updated letter of good standing with the Compensation Commissioner or a licensed compensation insurer.

6.2 Occupational Health and Safety Policy

- Every contractor's Occupational Health and Safety Policy statement should be available for scrutiny and as evidence of their commitment their employees' occupational health and safety and the environment.
- Every contractor's Occupational Health and Safety Policy statement is to be signed off by the Chief Executive Officer.
- Proof of communication to all is to be available on requests.

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6.3 Health and Safety Training and Competency

Training of personnel is a necessity and a legal requirement when required. A record of all training shall be kept and provided on request.

6.3.1 Induction Training

- The principal contractor shall be responsible to co-ordinate all inductions on site to ensure that no contractor allows or permits any employee/s or person/s to enter any construction site, unless such employee, visitor or person has undergone induction training which is pertinent to the hazards prevalent on the site at the time of entry.
- Every employee, visitor or person on site shall be in possession of proof of the Health and Safety induction.
- Records of attendance shall be kept on the Health and Safety file for the duration of the contract.

6.3.2 Awareness Training

- Awareness training to be carried out weekly in the form of Toolbox Talks on relevant topics e.g. manual lifting, wearing PPE, safe use of portable electric tools etc.
- All attendees are to be made to sign an attendance register and such register is to be held on the Health and Safety file for the duration of the project.

6.3.3 Competency and CV's

- All supervisors and where applicable, valid copies of certificates of competency of appointed personnel to be provided and kept in the Health and Safety file. (Reference can be made to pages 10, 11 and 12 of this document).
- Other training requirements such as those identified through the High-risk Assessment process, to be completed and proof of that training also kept in the Health and Safety File.
- Where competency is achieved through experience, a brief CV will be required.

6.3.4 Specific OH&S training

- Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First Aiders, H&S reps, Fire Fighters etc.

6.3.5 Medical Fitness

- All work in elevated positions [tower crane operators, workers on elevated structures requiring fall protection, suspended platform workers and;
- Operators of construction vehicles and mobile plant require certificates of physical and psychological fitness carried out by an occupational medical practitioner.
- All employees who are employed in a construction site must have medical Fitness done by an Occupational Health & safety Practitioner before commencement of work.
- No employee will be allowed to perform any duties except deemed to be medical fit to do so.

6.4 Health and Safety Reps [OHSA 17 and 18]

- Where 20 or more employees are employed at a workplace, one health and safety representative shall be appointed in writing.
- The Principal Contractor shall ensure that a minimum of one health and safety representative is appointed for ratio of each 50 employees employed.

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- ~~Each health and safety representative shall be in possession of a certificate of competency.~~
 - The employer is to ensure that a delegation process has been followed and recorded in term of the requirement of General Administrative Regulation 6
 - Monthly checks are to be conducted by the appointed representatives in their designated areas and all finding are to be recorded in a register. Such register is to be held on the health and safety file for the duration of the project.
 - Health and Safety Representative are to investigate any staff complaints and ensure that documented feedback is forwarded to the respective managers.

6.5 Health and Safety Committee [OHSA 19 and 20]

- Where two or more representatives have been appointed the employer shall ensure that a health and safety committee is formed.
- The number of management representatives shall not outweigh the number of representatives.
- Meetings shall be held at a minimum of three monthly.
- Minutes of such meeting shall be kept and place on the health and safety file for the duration of the project.
- A register of attendance is to be kept of attendees at such meetings; such a register is to be attached to the minutes.

6.6 General Record Keeping

All contractors shall ensure that all Health and Safety records, required by OHSA and Regulations are kept up to date for reference purposes and auditing.

6.6.1 Inspections

- All contractors shall keep all records of inspections undertaken during the duration of the project.
- An example of the total list of minimum legally required inspections can be found under **Annexure C**.
- An assessment list must be draft of what inspections are required and their frequency.
- The principal contractor is responsible to ensure compliance to this requirement by all contractors.

6.6.2 Audits

- The client's agent shall carry out regular audits on the principal contractor at least once per month.
- Principal contractors shall be responsible for carrying out regular audits on their contractors at least once per month
- The Principal contractor is to draft a table which reflects contractors company name, description of work, dates of audits and scores achieved.
- The results shall be tabled for action and discussed at the Health and Safety Committee meetings or the site meetings, as appropriate.

6.7 Incident management and emergency plans

- The principal contractor shall create an Emergency Plan for the construction site.
- The plan is to be clearly displayed in conspicuous locations around the site.
- The plan shall be clearly laid out for all types of emergencies including responsibilities, evacuation routes, siren, emergency no."s etc.
- The plan shall be fully explained to all personnel during the induction training.

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- ~~All contractors will become completely familiar with the requirements of the plan and will participate in any evacuation drills that may take place~~

6.7.1 First Aid [GSR 3]

- Where an employer has 5 or more employees in his employment, he/she shall ensure that at least one first aid box is made available in the workplace.
- Such first aid box is to be stocked covering the 18 items addressed in the Annexure attached to the General Safety Regulations as a minimum requirement.
- Where an employer has 10 employees or more in his/her employment, he/she shall ensure the at least one person readily available at the workplace whom is in possession of a valid first aid certificate.
- Every employer shall ensure that a minimum of one trained persons is made available for every 50 person in the workplace.
- All identified hazardous chemical are to have a material safety data sheet which is to be kept for first aid emergencies in the first aid box.
- All special needs addressed in the Material Safety Data Sheets are to be made available in addition to stock required in the Annexure.

6.7.2 Incidents and Injuries

Incidents

- A record of all incidents which have occurred shall be opened and held open until the handover of the project.
- All incidents such as near misses, unsafe situations, first aid injuries, etc shall be investigated fully and the result of such investigation shared with the Health and Safety Committee.
- The employer shall ensure that an investigation team is formulated which will consist of management representative, safety representative and an employee representative as a minimum requirement.
- All incidents that occur shall be filtered into a statistic format which is to determine the sites Incident Rate. Such rate is to be shared with all employees and all contractors on a monthly basis.
- Exclusion of incidents in record keeping shall result in fines being issued.

Injuries

- A first aid register is to be held in the first aid box as to record all first aid injuries that may occur.
- An injury on duty procedure is to be created which detail the process of treating an injured and methodology which may be use in order to ensure their safe arrival at a local hospital.
- All injuries are to be recorded in an Annexure 1

6.7.3 Accident and Incident Reporting and Investigation

Should an incident or accident investigation need to be conducted, the appointed incident investigator (competent person with a valid certificate of training on file) shall conduct the said investigation. The procedure to be followed will be in accordance with Annexure 1 of GAR 9 – “Recording and Investigation of incidents”. A copy of this annexure can be found under **Annexure D** in this document.

Particular attention is also drawn to OHSA 24, the reporting of certain incidents to an inspector of the

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Department of Labour.

The principal contractor shall ensure that the investigations are kept for record purposes and he shall ensure that the outcome of the investigation is communicated to all affected parties as required i.e. the client and contractors.

The client reserves the right to participate in all investigations into accidents or incidents and to conduct their own investigation if required.

6.8 Contractors and suppliers [OHSA 37(2)]

The client shall enter into an "Agreement with Mandatory" in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed principal contractors, a copy of which can be found under **Annexure E**. Likewise all principal contractors shall enter into a similar agreement with all contractors, sub-contracted to them for any period of the contract. Please note that if contractors hire any construction vehicles or mobile plant, the companies from which the equipment is hired must provide any maintenance and test certification as required. In addition, if operators are hired with the equipment, proof of competence and medical certification must be provided.

The principal contractor shall ensure that all contractors are issued with this safety specification where reasonably practicable including any contractor pack for the project, should they not be contained in the safety specification.

The principal contractor shall assist and ensure that contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be subject to the requirements specified in the HSP and will be issued with a copy of the plan. If the contractor is not able to comply with the requirements set out in the plan, he shall not be appointed as contractor.

6.9 Personal Protective Equipment, Intoxication, Signage and Access Control [GSR 2]

6.9.1 Personal Protective Equipment (PPE) [GSR 2]

- The principal contractor shall through the Risk Assessment process identify all specific PPE needs per each activity. Such identified PPE shall be captured in the form of a PPE matrix and displayed in the site office. Such matrix is to make reference to the task and the specific PPE requirements required to do the task.
- All Contractors will be responsible for the issuing of the required PPE as identified by the matrix.
- Should PPE be lost or stolen, then the employee will be issued with new PPE.
- No person/s shall be permitted entry into the site unless they are properly equipped with the required PPE as identified in the matrix.
- Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement.
- Training in the use, care and limitation of such PPE is to be provided and proof of such training is to be held in the health and safety file.
- Visitors shall be informed of PPE requirements **prior** to their visit so that they may make necessary arrangements to ensure their arrival well equipped with the correct PPE.

6.9.2 Intoxication [GSR 2A]

The principal contractor shall be responsible to ensure that no persons may enter or remain at the construction site if under or apparently under the influence of intoxicating liquor or drugs. It may become necessary from time to time for contractors and their workers could be required to do a breathalyser test before entering the site.

6.9.3 Display of signs [GSR 2B]

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~~The principal contractor should make use of signage to assist in enforcing compliance to any requirement~~ specified in this document or as required by law. Standard symbolic signs are acceptable for conveying these requirements where applicable.

6.9.4 Access control [GSR 2C]

The principal contractor shall be responsible to ensure control of access to all persons entering the construction site. The reasons for this are as follows:

- The principal contractor is the „employer“ on the site and for all intents and purposes is responsible for section 8 of OHS Act for employees and contractors and section 9 for any other person on site such as visitors and inspectors
- All persons entering the site must undergo induction training to inform them of the hazards present on the site. This includes contractors, visitors, inspectors etc
- The construction supervisor will be aware of who is on site and their function
- The construction supervisor will be able to control tasks that may impact on other work being carried out on the site by a permit to work system
- The number of people and their purpose on the site must be known in case of emergency and evacuation security reasons

The principal contractor shall post conspicuous notices at the site informing all those entering the site of these requirements

6.10 Ladders [GSR 13A]

The following requirements shall be complied with regarding Ladders and Ladder work:

- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- No person is permitted to work longer than 15 minutes on a ladder. Should work take longer than 15 minutes to complete then alternative means of elevation is to be used.
- Ladders shall be inspected a minimum once per month and results recorded in a register by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

6.11 Portable Electrical Tools [EMR 9]

This regulation shall be complied to as a minimum requirement. Regular inspections of all Portable Electrical Tools such as drills, angle grinders etc, shall be carried out. In particular:

- Only trained personnel shall operate such equipment.
- The Construction Supervisor shall ensure operation of the equipment is in accordance the HRA requirements and Safe Working Procedure (SWP).
- All users shall undergo regular awareness training (toolbox talk) to ensure compliance.
- The Construction Supervisor shall ensure the required PPE is used.

6.12 Permit to work

The permit holder shall be responsible to ensure that:

- All work being carried out on the site has been approved through the necessary project control system
- All work is being done in compliance with the issued permits.

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- ~~Permits required from third parties such as town councils for utility and sewage services~~ are in place
 - A permit system is operational so that work consisting of many tasks related to the construction on site, can be carried out without endangering the health and safety of personnel on site, neighbours and the public surrounding the site and/or causing damage to property.
 - In particular, attention is drawn to GSR 9, which details the requirements for welding, flame cutting, soldering and similar operations (hot work)

6.13 Work in confined spaces

The permit holder shall be responsible to ensure that:

- All work being carried out on the site has been approved the necessary project control system
- All work is being done in compliance with the issued permits.
- Permits required from third parties such as town councils for utility and sewage services are in place

7. Application of the Construction Regulations [CR]

[Please note: this is the complete list. Item 7.1 is compulsory and the rest are applicable if relevant to the work being carried out]

7.1 Hazard Identification, Risk Assessment and Risk Control (HIRA) [CR 9]

- The contractor shall prior to the commencement of any construction work perform a HIRA exercise, which will form part of the HSP for the project.
- A copy of the HIRA shall be made available for viewing to the client's agent and shall be kept in the Health and Safety File.
- The contractor shall ensure that the outcome of all HIRA exercises will be conveyed to all relevant employees with respect to the hazards and the related control measures before any work commences.

The control of several of these risks may be specified in the OHSA does not mean that the HIRA exercise does not have to be carried out.

5.2 Fall Protection [CR 10]

Section 1 (a) of this regulation states that a contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan. The control of several of these risks may be specified in the OHSA or the CR but this does not mean that the HIRA exercise does not have to be carried out.

5.3 Structures [CR 11]

The appointed civil contractor shall meet the requirements of this regulation. Attention is drawn, which requires the designer to inspect the structure at appropriate times and the record of these inspections to be available on site.

5.4 Excavations [CR 13]

Section 1 of this regulation states that this work must be carried out under the supervision of a competent person who has been appointed in writing. All the requirements of CR 13 shall be met. For inspection of excavations, attention is drawn to section 3 (h), the records of which must be available on site.

5.5 Construction vehicles and mobile plant [CR 23]

It will be the responsibility of each contractor on site to ensure compliance of their vehicles and mobile plant to these regulations. This includes vehicles to be used for transporting personnel to and from site, which will be subject to relevant requirements such as licensing and roadworthiness checks. In addition the following will apply:

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- ~~Safe transport for personnel working on the project to and from the workplace, which shall include proper seating, side restraints and cover.~~
 - Road safety principles shall be adhered to on and off staff.

If a mobile crane or other mobile plant is hired, only approved hire companies shall be contracted to provide such equipment. The Construction Supervisor shall ensure compliance of the provider to these regulations. In particular, attention is drawn to the competence and fitness of the operator [section 1 (d)] and the inspection of the equipment [section 1 (j)]

5.6 Temporal Electrical installations[CR 24], including [EIR] and [EMR]

The requirements of these regulations shall be met as required, by the appointed electrical contractor. A competent person will be appointed for inspection and control of all temporary electrical installations as per CR 24 (d) and (e) respectively.

5.7 Water Environments [CR 26]

The requirements of this regulation shall be met.

5.8 Housekeeping [CR 27] including [ERW(6)]

All contractors shall ensure that housekeeping standards as per these regulations shall be maintained at all times.

5.9 Stacking of Materials [CR 28] including [GSR (8)]

All contractors shall ensure that materials are only stored in defined and allocated storage areas and that materials being stored are stacked in accordance with sound stacking principles as per these regulations.

5.10 Fire Precautions [CR 29]

All contractors on site will comply fully with the requirements of this regulation. In particular, the principal contractor will be responsible for the evacuation plan (section (I)) the details of which will be imparted to contractors, visitors etc through the site induction.

5.11 Construction welfare facilities [CR 230]

The principal contractors shall be responsible for implementing this regulation and shall ensure that adequate facilities are provided for the personnel on site in terms of the following:

- Change room facilities
- Sheltered eating area
- Adequate toilets
- Hand wash facility
- Potable water.

No food preparation shall be conducted on site. Eating and drinking will only be permitted in the designated eating areas, which must be provided with adequate seating. Waste bins shall be strategically placed and clearly regularly.

8 Site-specific and Design Risks

Please note: this is not a complete or exhaustive list. The principal contractor is expected to assess all risks to which his employees may be exposed during the construction and/or demolition process, as well as the hazards identified and listed below.

The following jobs or activities are classified as High

- Confined Space Entry
- Excavation

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- ~~Construction vehicles and mobile plant~~
 - Traffic accommodation
 - Pouring Concrete
 - Working at Heights

8.1 Hazard Identification and Risk Assessment Methodology

8.1.1 Baseline Risk Assessment

A Baseline Hazard Identification and Risk Assessment must be carried out during the preliminary stages of the construction/demolition project for the purposes of attempting to reduce the possibility of accidents or ill health occurring.

Taking into account the constraints of time and resources, every effort must be made to identify the hazards and recommend possible solutions. It is not reasonably practicable to expect the baseline risk assessment to identify all hazards, which is why task risk assessments are carried out on site.

8.1.2 Task risk assessment

Once on site, every contractor shall perform task risk assessments, using the baseline risk assessment as a guide.

The Risk Assessment should be reviewed once on site and thereafter after any incident or every one-year period, whichever occurs first. Additional hazards highlighted or a change in the risk factor should have a separate risk assessment carried out and filed.

The Risk Assessment is based on the combination of the CONSEQUENCE and PROBABILITY associated with each hazard.

8.1.3 Definitions

<i>Term</i>	<i>Meaning</i>
HAZARD:	Anything that can cause harm
RISK:	The chance, great or small, that someone will be harmed by the hazard
CONSEQUENCE:	The possible outcome of an accident / incident, e.g. broken leg, explosion
PROBABILITY:	The possibility of the accident / incident occurring

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8.1.4 Risk assessment

The following evaluation must be used to determine risk:
 Probability X Consequence = RISK

Risk Matrix:

Consequence (Impact)	(3) Critical (Fatal/Permanent Disabling Injury)	(3) Medium risk	(6) High risk	(9) CRITICAL
	(2) Major (Temporary Disabling Injury)	(2) Low risk	(4) Medium risk	(6) High risk
	(1) Manageable (Minor/first aid)	(1) Low risk	(2) Low risk	(3) Medium risk
		(1) Remote (<10%)	(2) Possible (10-50%)	(3) Likely (>50%)
		Probability (Likelihood)		

RED = High Risk (6 – 9)
 ORANGE = Medium Risk (3 – 4)
 GREEN = Low Risk (1 – 2)

Activity	Hazard	Risk Eval.	Precautions and Control Measures
			1. Eliminate the risk 2. Control the risk at its source 3. Follow a safe working procedure 4. Provide PPE
1. describe task	Hazard 1	9, 6, 4, 3, 2, or 1	- Precaution 1 - Precaution 2 - Etc.
	Hazard 2		- Precaution 1 - Precaution 2 - Etc.

8.2 Site-specific risks

The following site-specific risks have been identified for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

8.2.1 Traffic – restrictions, existing systems, site traffic

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~~Traffic accommodation must be arranged with the principal agent.~~

8.2.2 Site security and access –

This is controlled by the individual contractor responsible.

8.3 Design risks

The following design risks have been identified by the designer for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

8.3.1 Excavations

8.3.2 Traffic Accommodation

8.3.3 Vehicle and mobile plants

9 Fines and Penalties

9.1 Minor Health or Safety Transgression

Not wearing PPE; e.g. safety helmet, eye protection, high visibility vests or foot protection. Fine: R1000-00 will be issued to the contractor.

9.2 Serious Health or Safety Transgression

Not contributing to good housekeeping practices, improper stacking and storage, lack of supervision on site, failure to carry out risk assessments for tasks or activities, failure to carry out toolbox talks, failure to train employees in risk assessments and/or safe work procedures, failure to issue PPE to employees. Fine: R2000-00 will be issued to the contractor

9.3 Major Health or Safety Transgression

A life-threatening activity, condition, act or contribution by an employee in creating an unsafe working environment for himself or herself or other persons, failure to wear critical PPE (safety harness, eye protection, respiratory equipment, or as stipulated in the risk assessment).

Fine: Up to R3000.00 will be issued to the contractor

9.4 Repeat Offences

A contractor that receives more than three (3) major transgressions for the same offence and may, at the discretion of the project manager, be required to leave site

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ANNEXURE A (Notification of Intention to Commence Construction Work)

ANNEXURE 2

NOTIFICATION OF CONSTRUCTION WORK

Regulation 4 of the Construction Regulations, 2014

1. (a) Name and postal address of principal contractor:
(b) Name and telephone number of principal contractor's contact person:
2. Principal contractor's compensation registration number:
3. (a) Name and postal address of client:
(b) Name and telephone number of client's contact person or agent:
4. (a) Name and postal address of designer(s) for the project:
(b) Name and telephone number of designer's contact person:
5. Name and telephone number of principal contractor's construction manager on site appointed in terms of regulation 8(1):
6. Name/s of principal contractor's sub-ordinate manager on site appointed in terms of regulation 8(2):
7. Exact physical address of the construction site or site office:
8. Nature of the construction work:
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
 - Total _____ Male _____ Female _____
 -
12. Planned number of contractors on the construction site accountable to principle contractor:
13. Name(s) of contractors already chosen:

Principal contractor

Date

Client

Date

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ANNEXURE B (Example: Appointment - Construction Supervisor)

APPOINTMENT OF A CONSTRUCTION MANAGER

CONSTRUCTION REGULATION 8 (1)

8(1) The contractor shall appoint a full time, competent employee in writing as the construction supervisor with the duty of supervising construction work

APPOINTMENT

I, _____ (contractor's name), having been appointed in terms of section 16 (2) of the Occupational Health and Safety Act (85 of 1993) to ensure full compliance with the Act, do hereby appoint:

_____ (name of appointee), being a full-time employee, as the **Construction Manager** responsible for:

_____ (site address)
,to supervise construction work for the duration of the project/ contract or until you are relocated to another site/ project or leave the employ of the company.

You are reminded that you are required to be conversant with all relevant statutory provisions and regulations of the Occupational Health and Safety Act (85 of 1993) in the regard to carrying out of construction work.

Signature _____ Date _____

Designation _____

ACCEPTANCE

I, _____ (name of appointee)
hereby accept and understand the requirements of this appointment as **Construction Manager** and confirm that I have the necessary competence required and that I am conversant with all the relevant statutory provisions of the Occupational Health and Safety Act (85 of 1993).

Signature _____ Date _____

Designation _____

Certificate(s)
Training&CV _____

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ANNEXURE C Inspection List

Inspections Required

No.	Inspection	By who	Frequency	Record
1	Excavations	Appointed Person	Daily before shift, plus other	Checklist
2	Construction Vehicles and Mobile Plant	Appointed Person	Daily	Inventory/ checklist
3	Electrical Installations (temporary)	Appointed Person	Weekly	Inventory/ checklist
4	Fire Equipment	Appointed Person	Manufacturer's spec	Inventory/ checklist
5	First Aid Box Contents	First Aider	Monthly	Inventory
6	Ladders	Competent Person	Monthly	Inventory/ checklist
7	Lifting Tackle	Appointed Person	3- monthly	Inventory/ checklist
8	Hand Tools	Appointed Person	Monthly	Inventory/ checklist
9	Portable Electrical Equipment	Appointed Person	Monthly	Inventory/ checklist
10	Health & Safety Rep	H&S Rep/ Safety Officer	Monthly	Checklist
11	Good Housekeeping	H&S Rep/ Safety Officer	Monthly	Report
12	Stacking and Storage	Appointed Person	Monthly	Report
13	Change Rooms and Toilets	H&S Rep/ Safety Officer	Monthly	Inventory/ checklist
14	Pneumatic Tools	Appointed Person	Monthly	Inventory/ checklist

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ANNEXURE D (Recording and Investigation of Incidents)

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993(ACT NO 85 OF 1993)
REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONS
RECORDING AND INVESTIGATION OF INCIDENTS
A. RECORDING OF INCIDENT**

1. Name of Employer _____
2. Name of affected person _____
3. Identity Number of affected person _____
4. Date of incident _____
5. 5. Time of Incident _____

6. Part of the body affected*

Head or neck	Eye	Trunk	Finger	Head	
Arm	Foot	Leg	Internal	Multiple	
Sprains or strains	Contusions or wounds	Fractures	Burns	Amputation	
Electric Shock	Asphyxiation	Unconsciousness	Poisoning	Occupational Diseases	
0-13 days	2-4 weeks	>4-16 weeks	>16-52 weeks	>52 weeks or permanent disablement	Killed

7. Effect on the person. *

8. Expected period of
disablement.*

9. Description of Occupational disease** _____

10. Machine/ process involved/ type of work performed/ exposure* _____

11. Was the incident reported to the Compensation Commissioner and Provincial Director?

Yes	No
-----	----

Make a cross in the appropriate square

12. Was the incident reported to the Police?

Yes	No
-----	----

13. SAPS office and reference _____

- *To be completed in case of a fatal incident
- **in case of a hazardous chemical substance, indicate substance exposed to.

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B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO

1 Name of investigator _____ 2 Date of investigation _____

3 Designation of investigator

4 Short Description of incident

5 Suspected cause of incident

6. Recommended steps to prevent a recurrence

Signature of investigator

Date

C. ACTION TAKEN BY THE EMPLOYER TO PREVENT THE RECURRENCE OF A SIMILAR INCIDENT

Signature of investigator

Date

D. REMARKS BY HEALTH AND SAFETY COMMITTEE

Remarks _____

Signature of chairperson of health and safety committee

Date

health and safety committee

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ANNEXURE E (Section 37(2) – Agreement with Mandatory)

AGREEMENT WITH MANDATORY

OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993)

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

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

(Hereinafter referred to as the Company) AND

CONTRACTOR

(Hereinafter referred to as The Contractor) Compensation Fund Number:

AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK. INITIAL EACH PAGE AND ANY CHANGES.

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Definition of MANDATORY

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

Occupational Health and Safety Act (No. 85 of 1993)

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT and Regulations.
 2. Your attention is drawn to “**General Duties of Employers to their Employees**” as required by Sect 8 of the Act.
 3. You are required to:
 - 3.1 Sign a written “**Agreement with Mandatory**” as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site.
 - 3.2 Provide the **client / principal contractor** with a documented health and safety plan.
 - 3.3 Provide the **client / principal contractor** with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).

Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).

 - 3.4 Provide the **client / principal contractor** with written designation of your nominated Health and Safety Representative as per Sect 17(1).
 - 3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)
 - 3.6 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).
 - 3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation
 - 3. *Note: Asbestos and Lead regulations are separate.*
 - 3.8 When using a Materials Hoist , comply with Construction Regulation 17.
 - 3.9 When using Lifting Machines and Lifting Tackle, comply with Driven Machinery Regulation 18.
 - 3.10 When using Explosive Powered Tools, comply with Construction Regulation 19.
 - 3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 10 and 14.
 - 3.12 When Excavating or Demolishing, comply with Construction Regulation 11 and 12.
 - 3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.
 - 3.14 When working in confined spaces, comply with General Safety Regulation 5.
4. You are responsible for providing your own **legal safety documents and registers** to comply with the

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Act's

requirements. *A copy of the OHS Act of 1993 should be available in the main contractors office.*

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

5. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6.
(Also see Sect 24 of the Act.)

•

Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)

You are required to provide the **client** proof of registration with the Compensation Commissioner/Federated Employer's Mutual within seven (7) days after signing this agreement. Failure to do so would result in the **client** notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the contractor)
See Section 89(1) of the COID

THE CONTRACT

PART C3: SCOPE OF WORKS

Particular Specifications

Portion 2

PROJECT SPECIFICATIONS

PORTION 2: VARIATIONS AND ADDITIONS TO THE SPECIFICATIONS

The following variations and additions to the SANS 1200 and other Standardised Specifications referred to in the last clause of Portion 1 apply to this Contract. The prefix PS indicates an amendment to the referred specification. **This section relates to proposed Mechanical and Electrical Installation to be undertaken by a nominated sub-contractor approved by the Employer and the Employers Agent.**

STATUS

Should any requirement of the Project Specification conflict with any requirement of the standardized and particular specifications, the requirements of the Project Specifications shall prevail.

PSA GENERAL

PSA1 SPECIFICATION DRAWINGS (Clause 2.7)

Specification Drawings may be included in this document as annexure to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to layouts and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexure to the Project and Particular Specifications shall be adopted.

PSA2 QUALITY (Clause 3.1)

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA2.1 DEFINITIONS

PSA2.1 Definitions

Add the following:

Task	- a quantified activity or operation.
Daily task	- a task that is required to be completed within a working day.
Task remuneration	- remuneration as paid for a completed task or job.
Daily rate	- the remuneration of a day's work.
Daily wage	- see daily rate.

Daily task remuneration - the remuneration for a completed daily task.

Labour-intensive construction - the economically efficient employment of as great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specifications and allowed by the funding available, thus the effective substitution of labour for equipment.

(Note: This definition is not Contract specific but applies to the project as a whole. This Contract is a part of such a project).

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PSA3 BEACONS AND PEGS (Sub-Clause 5.1.2)

The Contractor shall be responsible for the safeguarding of all survey reference marks and erf boundary pegs.

PSA4 WATCHING BARRICADING, LIGHTING, SIGNAGE AND TRAFFIC CROSSINGS

While the responsibility for the efficient barricading, signage, lighting and watching of all trenches and stacks of material shall rest upon the Contractor, he shall be required to make the following minimum provisions in this respect.

Where a vehicular or pedestrian crossing is required over an open trench, it shall be protected on each side by a stout two-rail fence, at least 1m high, consisting of 150 x 75mm deal vertical set 0,6m into the ground, with 75 x 50 mm rails securely nailed to them. Where deals or board are used as bridges, they must be battened underneath to prevent tipping.

The Contractor shall make available on the site at all times a sufficient number of steel plates at least 2m by 1m by 81mm thick, complete with approved suitably sized barriers at spacing which will accommodate the most likely traffic loading for this area, which may be laid across open excavated trenches to provide bridges for vehicles along the trafficked route of the work as and where this may be considered necessary by the Engineer.

Appropriate signage in accordance with the Local Traffic Authority and at least four lamps must be provided at each trafficked crossing. The spacing between lamps along an open trench running longitudinally in a road shall be not greater than 20 meters, lamps shall be kept in good order and continuously lit from dusk to dawn.

PSA5 SERVICES (Sub-Clause 5.4)

Protection: Where, in the course of excavation, the Contractor shall lay bare any water mains, pipes, cables, telegraph or telephone poles, or any existing structures, these shall be securely shored, shuttered or slung and sufficiently protected to ensure that no damage shall be done to them until filling has been placed around them. In the case of electric and telephone cables, if these shall be exposed in the course of excavation, the Contractor shall not refill the excavation around such cables until the cables have been inspected and passed as intact by their respective owners. (Also refer to Project Specifications PS 10.2 and PSDB3.)

PSA6 GROUND AND ACCESS TO WORKS (Sub-Clause 5.8)

While the accompanying plan shows the routes of the services and generally indicates the roads available, it does not purport to give full information with regard to the most suitable means of access to the Site. At all times during the execution of the Contract, the Contractor shall be responsible for the closing of all gates and for the proper protection of property of every description which may have been entered upon or interfered with in any way by him in carrying out the Works. All fences and other structures that have been damaged or interfered with by the Contractor shall be restored to a condition at least equivalent to their original condition.

PSA7 SITE CORRESPONDENCE

PSA7.1 Instructions by the Engineer

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

PSA7.2 Site Diary

A site diary, which will be supplied by the Engineer, must be filled in on a daily basis and submitted to the Engineer on a monthly basis. No claims will be considered without the site diary's schedule properly completed (on a daily basis) and submitted.

PSA8 SITE MEETINGS

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The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

PSA9 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA9.1 Contingencies

No percentage mark-up will be applicable to any payments made using contingency money other than those included in prices for variations determined in terms of Clause 37 of the Conditions of Contract.

PSA9.2 Contract Price Adjustment

As per formula in Conditions of Contract.

PSA9.3 Electric and Telkom Cables

A provisional sum has been included in Schedule 1 for reimbursement (if any) of the applicable authority for repair work or relocation of electric or Telkom cables in the event of such being required due to the construction of the civil works. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 45 of the Conditions of Contract.

PSPM 1 Mechanical Equipment

Details of all the mechanical equipment to be installed, on the contract is given in this section. Details given are amongst others:

- Size, capacity, production etc;
- Materials of manufacture;
- Operational procedures; etc

PSPM 2 General

The mechanical contractor to be appointed for this project will be responsible for the scope of works as described in the scope of works.

PSPM 3 INFORMATION

PSPM 3. 1 Information to be submitted with the Tender

Tenders shall supply all information and technical data specified in the particular Specifications for mechanical equipment. All information sheets have to be completed. As much as possible information to evaluate the equipment, and the suitability of the equipment to fulfil its duty, has to be provided at tender stage. This is the only way to convince the Tender Adjudicator of the quality and the suitability of the proposed plant to meet the design requirements.

PSPM 4 START-UP PROCEDURES

Commissioning of the proposed plant is described in Particular Specification PM: Mechanical Equipment.

The following has to be added to the start-up procedures:

- The plant will be "dry commissioned" at a pre-determined date. On this occasion, the Contractor shall convince the Engineer that his plant is installed and ready for commissioning;

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- Following the dry commissioning, the "wet" commissioning of the plant will be discussed and finalised. The date of "wet" or final commissioning has to be determined to ensure that all contractors still meet their target commissioning dates.

PSPM 5 MEASUREMENT AND PAYMENT

PSPM 5.1 Preliminary and General

The Preliminary and General items shall be measured and paid for as specified in Clause 8 of SANS 1200A: General.

PSPM 5.2 Measurement of Mechanical Equipment

PSPM 5.2.1 The unit of measurement for the individual items of mechanical equipment shall be as specified in the detail specification of each item.

PSPM 5.2.2 The different items shall generally be included in the Schedule of Quantities for different stages of the Contract, viz:

- Detailed Design, Planning and Drawings
- Manufacture, Supply and Delivery on Site
- Erection, installation, site testing and Commissioning
- Maintenance

PSPM 5.3 Payment for Mechanical Equipment

PSPM 5.3.1 Payment for Detailed Design, Planning and Drawings

This item shall be applicable to all sections.

When an item to be supplied does not require any detail design, planning or drawings, this clause will be regarded as part of PSPM 5.3.2 and falls away.

The tendered rate shall cover all costs of detail design, planning and drawings as specified in Clause PM 2.2 of Particular specification PM: Mechanical

Equipment and may not exceed 15% of the total amount tendered for all items of a specific item of mechanical equipment.

In respect of the amount tendered against the relevant items of the priced Schedule of Quantities, payment will be made as follows:

(a) 90% (ninety percent) of the amount tendered against each item when the detailed drawings and design details have been delivered to and approved by the Engineer;

(b) 10% (ten percent) of the amount tendered against each item when the Certificate of completion is issued; and

(c) 10% (ten percent) Retention Money will be withheld on the above and will be paid out as specified in the Conditions of Contract.

PSPM 5.3.2 Payment for the manufacture, Supply and Delivery on Site at Point of Installation

This item shall be applicable to all sections.

The tendered rate shall cover the cost of manufacture, procurement, supply, loading, offloading, crantage in

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~~the place of manufacture and on site, transport storage and delivery on the site, including all costs for labour, plant, equipment, tools, consumables attendance, overheads, profit and all other costs to execute all the work as specified in Clause PM 2.3 of the particular Specification PM Mechanical Equipment.~~

In respect of all amounts tendered against the relevant items of the priced Schedule of Quantities, payment will be made as follows:

- (a) 90% (ninety percent) of the amount tendered against each item when the equipment and materials under each item have been delivered to the site, including copies in triplicate of Packing lists, Shipping Documents as referred to in the Special Conditions of Contract and Consignment Notes, railing or transport specifications all to the satisfaction of the Engineer;
- (b) 10% (ten percent) of the amount tendered against each item when the Certificate of Completion is issued; and
- (c) 10% (ten percent) Retention Money will be withheld on the above and will be paid out as Specified in the Conditions of Contract.

PSPM 5.3.3 Payment for the Erection, Installation, Testing on Site and Commissioning

This item shall be applicable to all sections.

The tendered rate shall cover the costs of loading, offloading, storage on site, transport on site, hoisting, erection, installation, painting, grouting, liaison, testing on site, commissioning and production of both the draft and final Operation and Maintenance manuals, as well as maintenance, if no separate item is scheduled, including all cost as for labour, plant, equipment, tools, consumables, attendance, overheads, profit, additional site visits and all other costs to execute all the work as specified in Clause PM 2.4 of Particular Specification PM : Mechanical Equipment. The tendered rate shall not be less than 20% of the total amount tendered for all the items of a specific piece of mechanical equipment.

In respect of the amounts tendered against the relevant items of the priced Schedule of Quantities, payment will be made as follows:

- (a) in respect of the amounts tendered against each item in accordance with
the progress of the work on a pro rata basis of the value of the work carried out to the total value of the work in completion of such other basis as the Engineer may determine up to a maximum of ninety (90) per cent of the amount tendered against each item on completion of Site testing;
- (b) ten (10) percent of the total amount tendered against each item when the Certificate of Completion is issued; and
- (c) ten (10) percent Retention Money will be withheld on the above and will be paid out as specified in the Conditions of Contract.

PSPM 5.3.4 Payment for Maintenance

This item will not be applicable to all Sections, but only where itemised in the Schedule of Quantities.

The tendered rate shall cover the cost of all site visits, liaison, labour, plant equipment, tools, consumables, spares (if breakdown is not due to incorrect operation by the personnel of the Employer), attendance, overheads, profit and all other costs to execute the maintenance over the full maintenance Period as Specified in Clause PM 2.5 of specified Particular Specification PM: Mechanical Equipment.

If Maintenance is not itemised separately, the cost of maintenance shall be deemed to be included in the rates for the other items.

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C3.5 MANAGEMENT

C3.5.1 Applicable SANS and SABS standards

a) The following SANS 1921 Construction Works standards and associated specification data are applicable:

- i) SANS 1921-1, General
- ii) SANS 1921-2, Accommodation of traffic on public roads occupied by the contractor
- iii) SANS 1921-4, Third party management support
- iv) SANS 1921-5, Earthworks activities which are to be performed by hand
- v) SANS 1921 -6, HIV/AIDS Awareness

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.3.1	Refer to scope of works
4.7.3	No over break allowances for blasting is provided for
4.14.3	Refer to scope of works
4.14.5	The Contractor is required to provide latrine and ablution facilities

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand	
Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres

SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness	
4.2.1(a)	A qualified service provider is one that is accredited or a provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za
Additional clauses	
	The duration of each workshop is not to be less than 2 ½ hours.

C3.5.2 Planning and Programming

The time for completion will be 6 months, which includes the allowance for inclement weather. All statutory

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~~holidays for the Civil Engineering Industry falling within the authorised contract period, will be allowed as~~
extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days (Ref. PSA 8.4.1).

The Contractor shall submit to the Engineer within 14 days of the Commencement Date, a detailed programme setting out clearly the sequence of work, and the resources, which he intends to use.

C3.5.3 Environment

a) Sand and dust control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement, which may arise due to his operations.

b) Precautions Against Nuisance

Operations are being conducted in an urban area and in the presence of passing traffic. Precautions shall be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads and completed construction by trucks transporting muddy material. The Engineer may order the Contractor to broom off and clean roads continuously where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

c) Silencing of Plant

Plant used on the Works shall be efficiently silenced and comply with the Noise Control By-Laws as appeared in the Administrator's Notice No. 1784 of 29 November 1978. Noise operations will be permitted only between the hours of 7:00 am and 5:00 p.m. Any work outside normal hours will be permitted only on the written authority of the Engineer, laid down in Clause 26 of the General Conditions of Contract.

C3.5.4 Accommodation of Traffic On Public Roads Occupied By The Contractor

The works involves the construction of new roadways and stormwater within an established residential community. The works will be undertaken in such a manner to provide access to residential property accesses and special attention must be drawn to the accommodation/deviation of traffic on the affected area of the works.

The need to accommodate the traffic safely and with the least amount of inconvenience to the travelling public is necessary throughout the construction period. The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to stop the execution of the works until the road signs, etc, have been repaired to his satisfaction. The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the specifications.

C3.5.5 Testing, Completion, Commissioning, and Correction of Defects

Materials of work that do not conform to the approved samples submitted in terms of the General Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests, to ensure that the material represented by the samples meet the specification requirements.

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor, and the Contractor shall at his own expense, institute a

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~~quality control system and provide experienced engineers, foremen, surveyors, material technicians, other~~
technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The costs of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractors attention is drawn to the provisions of the various Specifications regarding the minimum frequency of testing required. The Contractor shall at his own discretion increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests to indicate compliance with the specifications.

C3.5.6 Recording Of Weather

Daily temperature and rainfall data shall be recorded in the site diary, and a copy shall be provided to the engineer's representative on a weekly basis. A rainfall gauge shall be located at the contractor's site camp. Temperature readings shall be taken at commencement and closure of the site on a daily basis. Additional readings will be required during construction of layer works, concrete works and surfacing.

C3.5.7 Format of Communications

Communication throughout the contract will be undertaken via written communication either by fax, site instruction or post. Email communication will only be considered as proof of communication when followed up by a written communication on the letterheads of the author or via a site instruction. Request for inspection of the works will be accepted telephonically, however this request must be recorded in the site diary and site instruction book.

C3.5.8 Key Personnel

A schedule of key personnel to be employed with curriculum vitae of relevant experience shall be provided to the employers' representative prior to site handover.

C3.5.9 Management Meeting

The Engineer will conduct site meetings, prepare and circulate minutes, as determined by him at the beginning of the contract. The Contractor shall attend these meetings and shall ensure that when necessary, the required sub-contractor is represented. The approved minutes shall become part of the contract documents.

The Contractor shall be required to conduct safety meetings at intervals agreed to between the Employer or his Safety Agent and the Contractor as specified in the Health and Safety Specification bound in this document.

C3.5.10 Payment Certificates

The contractor shall submit to the engineer after the end of each month a statement in the required format, showing the estimated amount due to him, calculated in accordance with the General Conditions of Contract. The statement to be submitted by the contractor shall consist of 2 copies of the schedule of quantities.

C3.5.11 Protection of the Public

The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.5.12 Site Visitors Book

A Site Visitors Book must be kept on site. All visitors visiting to the site must report to the site office and sign

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~~in the Site Visitors book before entering the construction site. The Agent and/or the Safety Officer must~~
always accompany the Visitor. The Visitor must wear a hard hat, safety shoes and safety clothing when required.

C3.5.13 Information In Respect Of Plant

Information relating to plant on Site shall be recorded in the Daily Site Diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.14 Information In Respect Of Employees

Information relating to labour and management on Site shall be recorded in the Daily Site Diary, in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

PART C4 : SITE INFORMATION

4 SITE INFORMATION

C4.1 Nature of Ground

The regional geology consists of located sediments of the Eccra Group that is part of the Karoo Supergroup. The sediments consist of shales, mudstones and sandstones. The information given is intended as a guide to the Tenderer, who must make his own independent assessment as to the nature of the ground conditions.

The Tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Tenderer wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Tenderer shall indemnify the Municipality against the cost of repairing any underground services damaged by the Tenderer or his agents, while carrying out such excavations.

C4.2 Spoil Material

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

C4.3 Finishing – off the Site

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

C4.4 Existing Services

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4.5 Proving of Underground Services

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Engineer's representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

PART C5 : ANNEXURES

PART C4: SITE INFORMATION

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C5.1 SCHEDULE OF DRAWINGS

SCHEDULE OF TENDER DRAWINGS

The following drawings included Under Part C5 as attached, form part of this Contract in terms of Clause 2.1 of the General Conditions of Contract. The drawings issued to tenderer's must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.

[illegible]

The Tenderer shall satisfy him/herself that the set of drawings is complete in accordance with the above schedule, and if any are found missing or duplicated, or the writing or figures indistinct, he/she shall apply to the Engineer immediately and have the discrepancy rectified.

The tenderer's attention is brought to clause 2.4 in the Contract Specific Data pertaining to the ambiguity or discrepancy between the documents.

No liability whatsoever will be admitted by the Employer in respect of errors in tenders attributed to any such discrepancy.

ANNEXURE A: TENDER STAGE DRAWINGS