



**MUNICIPAL NOTICE No.:110 of 2021
TENDER NO: 8/2/RNM0317**

**CONSTRUCTION OF BAR TO INGWEMABALA PEDESTRIAN BRIDGE
- WARD 24
CIDB CLASSIFICATION 4CE OR HIGHER**

Name of Tenderer:

This tender closes at 12h00 on Wednesday 06th October 2021 at the offices of the Ray Nkonyeni Municipality located at 10 Connor Street, Port Shepstone

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT R_____

Issued by:

RAY NKONYENI MUNICIPALITY

No.10 Conner Street
Marburg
Port Shepstone
4240

Tel: 039 688 2000

Fax: 039 682 0327

Email: khulekani.msomi@rnm.gov.za

Prepared By:

MAFAHLENI ENGINEERS & PROJECT MANAGERS

No.3 Umdoni Road
Oslo Beach
Port Shepstone
4240

Tel: 039 684 0028

Fax: 039 684 0078

Email: makhosim@mafahleni.co.za

CONTENTS

TENDER NOTICE AND INVITATION TO TENDER	4
F.1 STANDARD CONDITIONS OF TENDER	7
F.2 TENDERER'S OBLIGATIONS	14
F.3 EMPLOYER'S UNDERTAKINGS	17
F.4 STANDARD SPECIFICATIONS	23
F.5 PROJECT SPECIFICATIONS	24
F.7 PARTICULAR SPECIFICATION PE- THE CLIENT'S PRE-CONSTRUCTION AND HEALTH PLAN	44
1. LIST OF ABBREVIATIONS	68
2. DEFINITIONS	69
3. KEY REFERENCES	69
4. INTRODUCTION	69
4.1 PURPOSE	70
4.2 IMPLEMENTATION OF THE PROJECT SPECIFIC COVID-19 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS	70
4.2.1 Roles And Responsibilities of Health and Safety Officers	70
5. BASELINE RISK ASSESSMENT	71
5.1 SUMMARY OF RISKS IDENTIFIED DURING DESIGN AND IMPLEMENTATION	71
5.2 RE- INTRODUCTION TO THE WORK PLACE AFTER LOCKDOWN	71
6. SITE SPECIFIC HEALTH AND SAFETY PROCEDURES	72
6.1 DEMOGRAPHICS	72
6.1.1 Age of Employee	72
6.1.2 Health status	72
6.1.3 Socio economic status / Unskilled labour	72
6.1.4 Accommodation	72
6.2 ORIGIN OF LABOUR AND TRANSPORTATION	73
6.2.1 Public Transportation across borders/towns/cities	73
6.2.2 Contractor provided transportation across borders/towns/cities	73
6.3 SOCIAL DISTANCING	74
6.3.1 Tasks that require more than 1 person to complete	74
6.3.2 Access/Egress of Site, Welfare Facilities, Meeting Areas	74
6.4 ALCOHOL AND DRUG TESTING	75
6.5 MEDICAL SURVEILLANCE	75
6.6 ABLUTION FACILITIES	75
6.7 SECURITY ACCESS	76
6.7.1 Staggered access to site;	76
6.8 PROCUREMENT AND STORAGE FOR COVID-19 PPE AND GENERAL SUPPLIES	77
6.9 WASTE MANAGEMENT FOR COVID-19 WASTE	77
6.9.1 Disposal of any gloves, masks	77
6.9.2 Paper towels	77
6.9.3 Disinfectant solution	77
6.9.4 Wastewater	78
6.10 SIGNAGE	78
6.10.1 Access rules	78
6.10.2 Notices/Posters with protocols	78
6.11 EMERGENCY PLANNING	79
6.11.1 First aid	79
6.11.2 Evacuation plans	79
6.11.3 Isolation of potentially infected workers	79
6.12 PERSONAL PROTECTIVE EQUIPMENT (PPE)	79

6.12.1	Masks	79
6.12.2	Face Shields.....	80
6.12.3	Overalls	80
6.12.4	Hand Gloves.....	80
6.13	CONSEQUENCE MANAGEMENT	80
6.13.1	Change Management	80
6.13.2	Succession Planning.....	81
6.13.3	Consequences.....	81
6.14	WELFARE FACILITIES	81
6.14.1	Clean, storage for food and personal belongings	82
6.14.2	No personal belongings to be kept on site	82
6.14.3	No communal drinking facilities (shared cups etc.).....	82
6.14.4	Larger meeting areas/ preferably use technology (Skype, Zoom, Microsoft teams): 82	
6.14.5	Eating areas.....	82
6.15	ADEQUATE RESOURCING OF PROJECTS	83
7.	CONTRACTUAL CONSIDERATIONS	84
7.1	GENERAL CONSIDERATIONS.....	84
7.2	APPLICABLE GENERAL CONDITIONS OF CONTRACT	84
7.2.1	GCC 2015.....	84
7.2.2	GCC 2010.....	85
7.2.3	NEC 3.....	86
F.8	PARTICULAR SPECIFICATION – QMS: EMPLOYER'S AGENT'S QUALITY MANAGEMENT SPECIFICATION	91
C1:	AGREEMENTS AND CONTRACT DATA	98
C1.1	Form of Offer and Acceptance	98
A:	Offer	98
C:	Schedule of Deviations	101
D:	Confirmation of Receipt	103
C2	PRICING DATA	104
RNM / MBD 1.....		128
F.9	EVALUATION OF TENDER OFFERS	130
C4.2.2:	CONTRACT DATA (Applicable to this contract).....	139
RNM / MBD 2	TAX CLEARANCE REQUIREMENTS.....	145
	Schedule of Work Carried out by the Tenderer	146
	Details of Key Personnel.....	147
	Registration with CIDB	149
	Record of Addenda to Tender Documents	150
	BBBEE COMPLIANCE CERTIFICATE	151
	Company Registration Documents.....	152
	Identity Documents of Shareholders/Directors/Members.....	153
RNM/ MBD 3.1	PRICING SCHEDULE – FIRM PRICES (PURCHASES).....	154
RNM/ MBD 3.2	PRICE ADJUSTMENTS.....	155
RNM / MBD 4	DECLARATION OF INTEREST	156
RNM /MBD 5.1	CONTRACT FORM – PAST EXPERIENCE.....	158
RNM/MBD 5.2	CONTRACT FORM - PAST EXPERIENCE WITH RNM.....	159
RNM/MBD 6.1	PREFERENCE POINT CLAIM	
RNM/MBD 6.2	DECLARATION CERTIFICATE LOCAL PRODUCTION AND CONTENT ...	165
RNM/MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT...	173
RNM/MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	175
	LOCALITY PLAN	178
	DRAWINGS	179



TENDER NOTICE AND INVITATION TO TENDER

CONSTRUCTION OF BAR TO INGWEMABALA PEDESTRIAN BRIDGE – WARD 24 MUNICIPAL NOTICE NO: 110 of 2021 TENDER NO: 8/2/RNM0317

Bids are hereby invited to tender for the **CONSTRUCTION OF BAR TO INGWEMABALA PEDESTRIAN BRIDGE – WARD 24** within Ray Nkonyeni Municipality as specified in the under-mentioned bid document. Tenderers who are registered with the Construction Industry Development Board (CIDB) with a classification grading of **4CE or higher**, are eligible to submit a tender and will be considered for award.

Bid documents can be downloaded for free from the e-tenders portal <https://www.etenders.gov.za/> or downloaded from Ray Nkonyeni Municipality website <http://www.rnm.gov.za/> , as from **Wednesday 08th September 2021**.

A non-compulsory virtual clarification meeting will be held by the Department of Technical Services on Tuesday 14th September 2021 at 09h00. Bidders willing to participate in the meeting must send their email addresses to Unathi Ngcobo at unathi.ngcobo@rnm.gov.za or Khulekani Msomi at khulekani.msomi@rnm.gov.za no later than Monday 10th September 2021, 16h00.

Fully completed Bid documents, with two (2) copies of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **Tender No: 8/2/RNM0317– CONSTRUCTION OF BAR TO INGWEMABALA PEDESTRIAN BRIDGE**. Completed Bids (**Original and 2 copies**) must be deposited in the bid box, situated in the foyer of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **Wednesday 06th October 2021 at 12h00 midday**. After closure, the tender will be opened in public.

Stage 1: Pre-qualifying criteria

LOCAL CONTENT

- Bidder will be disqualified if the Declaration Certificate and Annex C (Local Content Declaration Summary Schedule) are not submitted as part of the Bid.

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
- Gabions	100%
- Steel Sheets and plates	100%
- Bolts, nuts,	100%
- Reinforcement Steel	100%

For the stipulated minimum threshold for local production and content, refer to MBD 6.2

PREFERENTIAL POINTS (B-BBEE)

- Bidders must be Level (01) B-BBEE status level

Stage 2 : Functionality

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Experience of the Bidder	30
Ownership of Plant and Equipment	10
Qualification and experience of Site Agent	20
Experience of Foreman	20
Construction Methodology	20
Total Possible Points	100

Bidders must score a minimum of 60% to pass functionality evaluation.

Stage 3: Financial Offer and Preference

The evaluation will be 80/20 Preference Point System for Financial Offer and Preference. The Preferential Procurement Policy Framework Act, 2000, (PPPFA) (Act No.5 of 2000) applies to this tender.

Technical enquiries may be addressed to Mr Makhosi Mhlophe of Mafahleni Engineers & Project Managers by no later than three days before tender closure on Tel.: (039) 684 0028, Fax: (039) 684 0078 and Email Address: makhosim@mafahleni.co.za

Procurement enquiries may be addressed to Mrs Unathi Ngcobo of Ray Nkonyeni Municipality by no later than three days before tender closure on Tel No.: 039 688 2197 or Email: unathi.ngcobo@rnm.gov.za

NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.

- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- A non-compulsary clarification meeting will be held by the Department of Technical Services through Microsoft teams.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- The bidder who will be awarded the contract must sub-contract a portion of works to the local Small, Medium and Micro-sized Enterprises (SMMEs) in accordance with approved Ray Nkonyeni SCM Policy
- Unsuccessful bidders will be informed of the tender outcome through Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, mm@rnm.gov.za or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained.
- Bids submitted are to be valid for a period of **240 days**.

NB: FAILURE TO SUBMIT TWO (2) COPIES WILL RESULT IN DISQUALIFICATION.

Ray Nkonyeni Municipality
SM Mbili-Municipal Manager
P O Box 5
Port Shepstone
4240

F.1 STANDARD CONDITIONS OF TENDER

F.1.1 Tender Data

The Conditions Of Tender are the Standard Conditions of Tender as contained in Annex F of the September The legislated Standard Conditions of Tender as published in Board Notice 62 of 2004 in Government Gazette 2647 of 9 June 2004 and amended by:

- a. Board Notice 67 of 2005 in Government Gazette No. 27831 of 22 July 2005;
- b. Board Notice 99 of 2005 in Government Gazette No. 28127 of 14 October 2005;
- c. Board Notice 93 of 2006 in Government Gazette No. 29138 of 18 August 2006;
- d. Board Notice 8 of 2008 in Government Gazette No. 30692 of 1 February 2008; and
- e. Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009.

are for ease of reference included herein in their entirety. In case of any discrepancies, the gazetted version takes precedence.

The standard conditions of tender are included separately after the Tender Data each item of data given below is cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

Clause No.	Description
F.1.1	The Employer is Ray Nkonyeni Municipality
F.1.2	The tender documents issued by the employer comprise: - Tender Notice and Invitation to Tender - F.1 Standard Conditions of Tender - F.2 Tender's Obligations - F.3 Employer's Undertakings - F.4 Standard Specifications - F.5 Project Specifications - F.6 Particular Specifications: PES – Environmental Management Specifications - F.7 Particular Specifications: PE – The Client's Pre-construction and Health Plan - F.8 Particular Specifications: QMS – Employer's Agent's Quality Management Specification - C.1 Form of Offer - C.2 Pricing Data - C.3 Pricing Schedule - RNM/MBD 1 Tenderer Information - F.9 Evaluation of Tender Offers - C4.2.2 Contract Data - RNM/MBD 3.1 Pricing Schedule – Firm Prices (Purchases) - RNM/MBD 3.2 Pricing Adjustment - RNM/MBD 4 Declaration of Interest - RNM/MBD 5.1 Contract Form – Past Experience - RNM/MBD 3.2 Contract Form – Past Experience With Ray Nkonyeni Municipality - RNM/MBD 6.1 Preference Points Claim Form - RNM/MBD 8 Declaration of Bidder's Past Supply Chain Management Practices - RNM/MBD 9 Certificate of Independent Bid Determination - Locality Map - Drawings

Clause No.	Description
F.1.4	The Employer's Agent's details are as follows: Name: Mafahleni Engineers and Project Managers Address: No.3 Umdoni Road, Oslo Beach, Port Shepstone 4240 Tel N°: +27 39 684 0028 Fax N°: +27 39 684 0078 Contact Person Makhosi Mhlophe Email: makhosim@mafahleni.co.za
F.2.1	The following tenders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders. a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE or higher class of construction work; 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 CE class of work 3. The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 4CE or higher class of construction or a value determined in accordance Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F2.7	The arrangements for a non-compulsory virtual briefing meeting are: Location <u>Ray Nkonyeni Municipal Offices, 1 Protea Road, Marburg, Port Shepstone</u> Date <u>Wednesday, 08th September 2021</u> Starting Time <u>09h00</u> <i>The briefing will be virtual there will be no site visits, however location will be shared for bidders to view the site.</i>
F2.12	Alternative tender do not apply
F.2.13.5 F2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows: Location of Tender Box: Foyer of Ray Nkonyeni Local Municipality Offices Physical Address: 10 Connor Street, Port Shepstone Tender Documents to be Endorsed: TENDER NUMBER 8/2/RNM0317 – CONSTRUCTION OF BAR TO INGWEMABALA PEDESTRIAN BRIDGE (Original and 2 copies)
F.2.13/F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is 12h00 on Wednesday, 06th October 2021
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.
F.2.16	The tender offer validity period is 240 days from the tender closing date
F.2.23	The tenderer is required to submit with his tender: 1) Either a certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). 2) Certified Copies of company registration documents. 3) An original valid Tax Clearance issued by the South African Revenue Services. 4) Certified Copies of ID documents of Shareholders/Members/Directors of the business enterprises. 5) Proof of Preference Points Claimed
	Time: 12h00 Date: Wednesday, 06th October 2021 Location: Tender Box, Foyer of Ray Nkonyeni Local Municipality Offices, 10 Connor Street, Port Shepstone

Clause No.	Description																				
F.3.11	The procedure for the evaluation of responsive tenders is Method 4 with the 80/20 Preference Point System. The total score awarded will be the addition of the three scores for quality, price and preference. Method 4: Financial Offer, Quality and Preferences <u>(a) Quality</u> The score for quality is to be calculated using the following formula: $W_q=W_2\times S_o/M_s$ where: W_2 is the percentage score given to quality and equals 100 S_o is the score for quality allocated to the submission under consideration M_s is the maximum possible score for quality in respect to the submission The quality will comprise scores for the following based on criteria indicated in the respective tender returnable: - A maximum of 30 points will be awarded for demonstrated company experience with respect to undertaking construction of Roads and Stormwater projects. - A maximum of 10 points will be awarded for proved ownership of construction plant and equipment. - A maximum of 20 points will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent. - A maximum of 20 points will be awarded for qualifications and demonstrated experience of the proposed Site Foreman. - A maximum of 20 points will be awarded for a Project Method Statement that meets all requirements. <u>Score quality, rejecting all tender offers that fail to score the minimum number of 60% (60 out of 100) of the points for quality stated in the tender data. Point system for functionality will be as per the table below:</u> <table><tr><th>Key aspect of criterion</th><th>Evaluation criterion</th><th>Score</th><th>Max Points</th><th>Verification met</th></tr><tr><td rowspan="6">The company has successfully completed other projects of similar nature in past five years</td><td>5 or more Projects in pedestrian bridge structures</td><td>30</td><td rowspan="6">30</td><td rowspan="6">Attached Appointment letters and Completion Certificates of same projects</td></tr><tr><td>4 Projects in pedestrian bridge structures</td><td>24</td></tr><tr><td>3 Projects in pedestrian bridge structures</td><td>18</td></tr><tr><td>2 Projects in pedestrian bridge structures</td><td>12</td></tr><tr><td>1 Project in pedestrian bridge structures</td><td>6</td></tr><tr><td>0 or non related projects in</td><td>0</td></tr></table>	Key aspect of criterion	Evaluation criterion	Score	Max Points	Verification met	The company has successfully completed other projects of similar nature in past five years	5 or more Projects in pedestrian bridge structures	30	30	Attached Appointment letters and Completion Certificates of same projects	4 Projects in pedestrian bridge structures	24	3 Projects in pedestrian bridge structures	18	2 Projects in pedestrian bridge structures	12	1 Project in pedestrian bridge structures	6	0 or non related projects in	0
Key aspect of criterion	Evaluation criterion	Score	Max Points	Verification met																	
The company has successfully completed other projects of similar nature in past five years	5 or more Projects in pedestrian bridge structures	30	30	Attached Appointment letters and Completion Certificates of same projects																	
	4 Projects in pedestrian bridge structures	24																			
	3 Projects in pedestrian bridge structures	18																			
	2 Projects in pedestrian bridge structures	12																			
	1 Project in pedestrian bridge structures	6																			
	0 or non related projects in	0																			

		pedestrian bridge structures				
	Ownership of construction plant and equipment i.e Tipper Trucks, Water tankers, Graders, Rollers etc	TLB	5	10	(Maximum 10 Points) Attached FAR (Finance Asset Register) and or Documents. NB: Hired plant will not be awarded points	
		TIPPER TRUCK (10M ³)	5			
	Site Agent personnel with at least a minimum qualification of a National Diploma (NQF6) or equivalent in Civil Engineering or built environment	NQF level 6 (National Diploma) or Higher with 10 years or more experience in construction of similar Projects (pedestrian bridge structures and storm water projects)	20	20	Attached CV With Certified Copy of Qualification with traceable reference. Qualifications obtained from outside South Africa to be accompanied by SAQA certification.	
		NQF level 6 (National Diploma) or Higher with 5 to 9 years' experience in construction of similar Projects (pedestrian bridge structures, storm water projects)	10			
		NQF level 6 (National Diploma) or Higher with 4 or less experience in construction of similar Projects (pedestrian bridge structures storm water projects)	5			
		No response	0			
	Site Foreman personnel with at least a minimum experience in Civil Project	10 years or more experience in construction of similar projects. (pedestrian bridge structures and storm water projects)	20	20	Attached CV With Certified traceable References.	
		5-9 years' experience in construction of similar projects. (Pedestrian bridge	10			

		structures and storm water projects)											
		1-4 years' experience in construction of similar projects. (pedestrian bridge structures and storm water projects)	5										
		No response	0										
	Project Method Statement: It must include the following sub-headings: - Project Approach Method - Time Frames - Activities - Construction Administration and Activities Quality Management	Project Approach Method	4	20	Construction Methodology								
		Time Frames	4		Programme Work								
		Activities	4		Quality Plan								
		Construction Administration and Activities	4		Health and Safety Plan								
		Quality Management	4		Traffic accommodation Plan								
		No response	0										
<u>(b) Financial Offer</u> The financial offer will be scored using the following formula $Nf = W1 \times [1-(P-Pm) / Pm]$ where: W1 = 80 for financial values equal to or above R30 000 and up to R50,000 000 (inclusive of VAT) of all responsive tenders received, and 90 for financial values over R50,000 000; Pm = the value of the comparative offer of the most favourable tender; P = the value of the comparative offer under consideration <u>(c) Preferences</u> Up to 20 points (for financial values up to R50 000 000) or 10 points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed. Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 as detailed below. <table><tr><th>BBBEE Status Level Contributor</th><th>Number of Points (80/20 Principle)</th></tr><tr><td>1</td><td>20</td></tr><tr><td>2</td><td>18</td></tr><tr><td>3</td><td>14</td></tr></table>						BBBEE Status Level Contributor	Number of Points (80/20 Principle)	1	20	2	18	3	14
BBBEE Status Level Contributor	Number of Points (80/20 Principle)												
1	20												
2	18												
3	14												

		4	12
		5	8
		6	6
		7	4
		8	2
		Non-Compliant Contributor	0
F.3.13.1	Tender offers will only be accepted if: a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation, by tender closing date; c) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges; d) the tenderer or any of its directors 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; e) 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; and f) has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.		
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one original plus one original duplicate.		

APPENDIX: STANDARD CONDITIONS OF TENDER

(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Employer's Agenting Construction Works (5 August 2005))

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.

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

Note 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of the person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

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

F.1.2 Tender documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the Conditions of Tender.

The Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.

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 will 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 Contract 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 will not accept or incur any liability to a Tenderer for such cancellation and rejection, but shall give reasons for such action.

- F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligations hereafter:

F.2.1 Eligibility

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the 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 comply with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. He shall 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 if necessitated as a result of the addenda and in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

A non compulsory clarification meeting will be held at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting 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 for submission of tenders stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Tender Offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices 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 for submission of tenders 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 alterations or additions 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 Alternative tender do not apply.

F.2.13 Submitting a Tender Offer

F.2.13.1 Submit one Tender Offer only, either as a single tendering entity or as a member in joint venture, to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in black ink.

F.2.13.3 Submit 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.

F.2.13.4 Sign the original and all copies of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.

- F.2.13.5 Seal the original and each copy of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of 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 being 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 will 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 the 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.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn.
- 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 should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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 being non-responsive.

F.2.18.2 Dispose of samples of materials, where required.

F.2.19 Inspections, tests and analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.

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

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to three (3) 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, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until Three (3) days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied 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 public 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 name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

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 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 to 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 the 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 Regard a responsive tender as one that conforms to all the items, 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 do 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:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies 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.
- 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 a Bill of Quantities applies) to achieve the tendered total of the prices.

F.3.9.2 Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.3 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.

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 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 methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 **Method 1: In the case of a Financial Offer:**

- Rank Tender Offers from the most favourable to the least favourable comparative offer.
- Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:

- Score tender evaluation points for each Financial Offer.
- Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- Calculate total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.6.2.

- Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.4 Method 3: In the case of a Financial Offer and Quality:

- Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- Score tender evaluation points for each financial offer.
- Calculate total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.6.3.

- Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:

- Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- Score tender evaluation points for each financial offer.
- Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- Calculate total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.6.2.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.6.3.

- Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- Recommend the Tenderer with the highest number of tender evaluation points

for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1 **Scoring financial offers**

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

$$N_{fo} = W_1 \times A$$

Where N_{fo} = is the number of tender evaluation points awarded for the financial offer;

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

A = is the number calculated using the formula and option described in Table T1 as stated in the tender data.

TABLE T1 - FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-P_m) / P_m]$	P/P_m
2	Lowest price or percentage commission/fee	$[1-(P-P_m) / P_m]$	P_m/P

P_m = is the comparative offer which is the most favorable

P = is the comparative offer of the tender under consideration

F.3.11.6.2. **Scoring Preferences**

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.6.3. **Scoring quality (functionality)**

Score quality in each of the categories in accordance with the Tender Data and calculate the total number of tender evaluation points for quality using the formula:

$$N_Q = W_2 \times S_o / M_s$$

Where S_o is the score for quality allocated to the submission under consideration

M_s is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 **Insurance provided by the Employer**

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) 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 the Tender Offer only if the Tenderer

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement
- b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract.
- c) Has the legal capacity to enter the contract,
- d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) Complies with the legal requirements, if any, stated in the tender data.

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. Provided that 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 Tenderer

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:

- addendum issued during the tender period;
- inclusion of some of the returnable documents;
- other revisions agreed between the Employer and the successful Tenderer, and
- 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.

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.

F.4 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition**.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contract.

TIMBER - STANDARDS & PUBLICATIONS

SABS provides a range of standards covering the demands of the Timber industry, from quality management systems to test methods for specific materials or parts. These will help your organization to enhance customer satisfaction, meet regulatory, safety and reliability requirements, and ensure consistency of quality throughout the supply chain.

SANS 1349	Phenolic, aminoplastic and one-part polyurethane resin adhesives for the laminating and finger-jointing of timber, and for furniture and joinery
SANS 10082	Timber frame buildings
SANS 6891	Timber structures - Joints made with mechanical fasteners - General principles for the determination of strength and deformation characteristics
SANS 6303	Depth of penetration of borate preservatives in timber
SANS 2001-CT1	Construction works Part CT1: Structural timberwork (flooring)
SANS 2001-CT2	Construction works Part CT2: Structural timberwork (roofing)
SANS 10005	The preservative treatment of timber
SANS 6061	CCA salts equivalent mass concentration of aqueous solutions that contain mixtures of copper-chromium-arsenic compounds used for timber preservation
SANS 1288	Preservative-treated timber
SANS 54250	Timber structures - Product requirements for prefabricated structural members assembled with punched metal plate fasteners
SANS 54545	Timber structures - Connectors - Requirements

F.5 PROJECT SPECIFICATIONS

The project specification is covered in the following sections:

ITEM	DESCRIPTION
F.5.1	STATUS
F.5.2	PROJECT SPECIFICATION PORTION 1 - GENERAL
PS-1	Project Description
PS-2	Overview and Details of Contract
PS-3	Description of Site and Access
PS-4	Nature of Ground and Subsoil Conditions
PS-5	Construction and Management Requirements
PS-6	Construction Programme
PS-7	Site Facilities Available
PS-8	Site Facilities Required
PS-9	Existing Services
PS-10	Requirements for Accommodation of Traffic
PS-11	Occupational Health and Safety
PS-12	Adverse Weather Conditions
PS-13	Site Meetings and Reporting
	PROJECT SPECIFICATION PORTION 2
PSA	General
PSD	Earthworks
PSDB	Earthworks (Pipe Trenches)
PSG/PSGA	Concrete (Small Works)
PSLB	Bedding (Pipes)
PSLE	Stormwater Drainage
	PARTICULAR SPECIFICATIONS
PA	Brickwork and Plaster
PB	Carpentry, Joinery and Ironmongery
PC	Painting
PES	Environmental Specification
PE	The Client's Pre-Construction and Health Plan

F.5.1 STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

F.5.2 PROJECT SPECIFICATION PORTION 1: GENERAL

PS-1 PROJECT DESCRIPTION

PS-1.1 Employer's objectives

This contract is for the **Construction of Bar to Ingwemabala Pedestrian Bridge** within Ray Nkonyeni Municipality.

The description of the contract contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

PS-1.2 Overview of the Works

The project falls under the UGU District Municipality Area and is administered by the Ray Nkonyeni Municipality. Works will take place in the Port Shepstone Area start of project 30°46'17 78"S and 30°22'1.46"E.

The major items of construction are as follows:

- I. Formalized access and approaches to the pedestrian bridge (Concrete Footpaths),
- II. Construction of a 17m Structural Steel pedestrian bridge,
- III. Construction of a pedestrian 100m concrete walkway, (bridge approaches)
- IV. Construction of reinforce concrete piers and abutments.
- V. Offsite fabrication of hot dipped galvanized steelwork frame and installation on site.
- VI. Cover bridge with clear-vu protective fence overhead
- VII. Completion and handover of the Project to Ray Nkonyeni Municipality.

A general arrangement layout drawing illustrates the overview of the contract.

PS-1.3 Extent of the Works

The Contractor shall carry out all work required for the Construction of Bar to Ingwemabala Pedestrian Bridge.

- a) Establishment on site,
- b) Clearing & grubbing,
- c) Provision of traffic accommodation facilities,
- d) Mass earthworks,
- e) Foundation for structures,
- f) Construction of steel pedestrian bridge,
- g) Construction of walkway,
- h) Erosion protection
- i) Liability period.

The detailed work that is to be carried out under the contract is as provided for in the Bill of Quantities, Drawings and project particular specifications. However, if during the course of construction conditions are found to differ from those anticipated, the Employer's Agent reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be dealt with in accordance with the General Conditions of Contract (GCC) 2015 3rd Edition as published by South African Institute of Civil Engineering (SAICE).

The standard specifications on which this contract is based are the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition

The work to be undertaken by the Contractor includes, but is not limited to, the following:

PS-1.3.1 General

The following general items will be included in the contract:

- The establishment on site of the Contractor's campsite;
- Provision of offices for the Employer's Agent's site personnel. It is not required to establish a site laboratory for the Employer's Agent's site personnel, as it is envisaged that the acceptance control be undertaken by an established commercial laboratory. The contractor remains responsible for his production control testing as required per the standard (plus any special) project specifications;
- The supply of plant, labour, tools, equipment and materials necessary to complete the work;
- Setting out of the works;
- Accommodation of traffic and maintaining temporary deviations;
- Clearing and grubbing of the site;
- Sourcing of borrow material including haulage;
- Removing of the existing makeshift structures;
- Casting of concrete for the bases and supporting piers of the pedestrian bridge on the stream bed;
- Construction and assembling of the pedestrian bridge deck and supporting frame.
- Construction of approach walkways on either end of the pedestrian bridge.
- False works and Protection of works;
- Erosion protection
- Finishing off and removal of site establishment.

PS-1.3.2 Storm water drainage:

The structure should be constructed to ensuring that stormwater drainage is managed and adequately controlled.

PS-1.3.3 Earthworks and foundations:

The following earthworks will be undertaken under this contract

- Earthworks for the pedestrian bridge and walkway will include cut-to-fill, borrow-to-fill, cut-to-spoil, removal of unsuitable material, stockpiling of material, riverbed preparation etc.;
- Ripping and compacting insitu subgrade (G9) to 90% Mod AASHTO for approaches
- Riverbed excavations for foundations, shoring and dealing with water.
- Casting of W30/19 concrete bases, piers and deck
- Erosion protection – Gabions, Stone pitching

PS-1.3.4 Pavement Surfacing:

Casting of 150mm thick reinforced concrete walkway with mesh of reference 245.

PS-1.3.5 Ancillary works:

Ancillary works under the contract will include:

- Installation of new signage;

PS-1.4 Labour

A Project Liaison Committee will be established and is a vital means of communication between all parties involved with the Project. The composition of the PLC comprises representatives of the Employer, the Engineer and formal structures within the Community.

The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the Project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC will form a Labour Committee who shall assist the Contractor with the recruitment of local labourers.

PS-1.5 Employer's Agenting

PS-1.5.1 Employer's design

In terms of design, the following design solutions were developed:

- A fabricated 17m structural steel structure designed as a pedestrian bridge to span across an existing stream.
- Bridge structure details;

PROPOSED STEEL TRUSS PEDESTRAIN BRIDGE – 17m Long	
Structure	Structural Steel – I.P.E 100 and 60x60x8 L on RC piers
Bridge floor deck	1.3m wide concrete cast in Galvanised Bondalok
Approach Slabs on both ends	100THK apron slab -3.5m long x1,9 m wide
Safety Feature	ClearVu fencing over the bridge

- The bridge will be 1.1m high above the finished floor deck and be 1.3m wide.
- Approach slabs of 50mx1.9mx100thk concrete will be constructed at each end of the bridge.
- Installation gabions.
- Erosion protection

PS-1.5.2 Design Brief and procedures

Any design required to be carried out by the contractor shall be in accordance with the Standard and Special Specifications applicable to this contract as set out in Section F.5.2.

PS-1.5.3 Drawings

Refer to the last section of this tender document

PS-2 OVERVIEW AND DETAILS OF CONTRACT

Labour Intensive works comprise the activities described in SANS 1921-5, Earthworks Activities which are to be performed by hand, and its associated specification data. Such work shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

PS-3 DESCRIPTION OF SITE AND ACCESS

PS-3.1 Access

Access to the site can be gained from N2. Travelling South on N2 from Durban for 107km. Take exit 46 at the south coast Mall and turn left toward Izotsha then travel for about 7KM on P55 until you reach Bhethani Sportsfield on the right. The site is adjacent to the sports field.

PS-3.2 Limitations

In arriving at his rates the tenderer/contractors must take note of the following limitations that characterise the site of the roads. These must be taken into account in pricing and during construction of the roads.

- The roads are already operational. Construction activities should allow for continuous access to the users. The successful contractor will take full responsibility for this and is expected to allow for it by construction of the road in half widths and/or by the construction and maintenance of detours.
- The project is urgent and the tenderer/contractor must complete the works as soon as possible. An estimated construction period of **six months** has been allowed. Tenderers will be allowed to tender other competitive periods by indicating so in the section of alternatives and amendments in the returnables.

PS-4 NATURE OF GROUND AND SUBSOIL CONDITIONS

For details of nature of ground and subsoil conditions a geotechnical report maybe provided as part of this document.

PS-5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-5.1 General

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Employer's Agenting and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. 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.

PS-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 Employer's Agent. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employer's Agent 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 Employer's Agent or the Employer's Agent's representative to act as foreman or surveyor.

The Employer's Agent's Quality Management System that will be used during Construction in conjunction with the contractor's Quality Assurance System on site is detailed under section, **PARTICULAR SPECIFICATIONS QMS.**

PS-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.

PS-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 in legal spoil areas identified by the Employer's Agent. These spoil areas will be within 5km distance from the site. No overhaul will be paid for disposing of unsuitable material in the designated areas within 5km from the site.

PS-5.5 Testing *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

PS-5.5.1 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 Employer's Agent.

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 Employer's Agent. 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.

PS-5.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent 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.

PS-5.6 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 bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-5.7 Existing Services (Read with SANS 1921 - 1 : 2004 clause 4.17)

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.

PS-5.8 Management of the environment (Read with SANS 1921 - 1 : 2004 clause 4.19)

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 Employer's Agent 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 Employer's Agent.

(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.

PS-5.9 Overhaul

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

PS-5.10 Security

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

PS-6 CONSTRUCTION PROGRAMME

PS-6.1 Preliminary programme

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

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

In addition, intermittent disruptions will include for the Employer's Agent's inspections at the following stages:

- Level control inspections and compaction tests after roadbed preparation and/or subgrade earthworks
- Level control inspections and compaction tests after subbase and base construction.

No additional payments, other than through scheduled items, will be made for these stoppages/disruptions/constraints.

Tenderers are to note that design mixes may be required for materials used in the construction of "Concrete Pavement Surfacing". In his programming, the tenderer must make allowance for this. No additional costs will be allowed for this testing except through scheduled items

The completion period of the contract is to be tendered by the tenderer and is expected not to exceed **SIX MONTHS**.

PS-6.2 Programme in terms of Clause 5.6 of the General Conditions of Contract 2015

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

PS-7 SITE FACILITIES AVAILABLE

PS-7.1 Contractor's camp site and depot *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site approved by the Employer's Agent, in liaison with the community and the owners of farms traversed by the contract or any other appointed representatives. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Employer's Agent and will be required to restore the site to its original condition on completion of the Works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Employer's Agent.

PS-7.2 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 camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

PS 7.3 Source of Water Supply

The Contractor shall make his own arrangements for the supply of water for construction purposes. The source of water shall be subject to the approval of the Employer's Agent.

Should the contractor's source of water be Ugu District Municipality, the contractor will be required to ensure that the water account with Ugu District Municipality is in good standing prior to the issue of completion certificate. The Employer's Agent will withhold any payments until arrears are cleared with Ugu District Municipality.

PS 7.4 Source of Power Supply

The power supply authority is Eskom. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges to Eskom for whatever temporary power supplies he may require for his use on the site and his tender will be held to include for all such costs and charges.

PS-8 SITE FACILITIES REQUIRED FOR THE EMPLOYER'S AGENT

PS 8.1 Temporary/Permanent Offices

The Contractor is to provide a temporary furnished office for use by the Employer's Agent. The offices should be able to accommodate one full time Employer's Agent's Representative and two assistants.

PS 8.2 Laboratory Facilities

The Contractor will not be required to provide a testing laboratory on site for use by the Employer's Agent.

PS 8.3 Sanitary Facilities

All latrines shall conform to the requirements of the Local Authority and shall be subject to approval by the Employer's Agent. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Employer's Agent.

PS 8.4 Parking Facilities

The Contractor will be required to provide one covered parking for the Employer's Agent.

PS 8.5 Employer's Agent's Transport

The Contractor will not be required to provide transport for the Employer's Agent's staff.

PS 8.6 Security

The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of security staff shall be borne by the Contractor and should be allowed for in the rates tendered for items in the Schedule of Quantities. No additional payments will be made for security measures taken during the contract period, other than through the schedule items in the Schedule of Quantities.

PS 8.7 Survey Equipment

The contractor shall provide the following survey equipment to the Employer's Agent throughout the duration of the contract:

- A dumpy level
- Measuring tape
- An assistant, when required, to assist the Employer's Agent to operate survey equipment, when provided

PS 8.8 Contract staff to assist the Employer's Agent

The following staff will be recruited by the contractor to assist the Employer's Agent in carrying out his services:

Description of Staff	No. Required	Remarks
Occupational Health & Safety Monitoring	One	Provisional sum provided for appointment as directed by the Employer's Agent. Personnel directed by and report to Employer's Agent
Environment Compliance Officer	One	
Community Liaison Officer	One	

PS-9 GENERAL SITE FACILITIES REQUIREMENTS

PS 9.1 Existing Services

PS 9.1.1 Care, Damage and Protection

Known services will be indicated in the tender and contract documents. The Contractor will be responsible for identifying all services with the relevant Service Providers.

The Contractor shall familiarize himself with all services and expose them at the start of the Contract to verify their position and establish their depths.

No additional payment will be made to the Contractor for identifying and locating services. Therefore the Contractor will have to include the costs thereof in the scheduled items in the Schedule of Quantities.

Any information regarding existing services is given in good faith and without guarantee.

PS 9.1.2 Blasting

No blasting will be permitted within 10 m of any structure, pipeline or service unless the Contractor can satisfy the Employer's Agent that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service. In any event the Employer's Agent will require the Contractor to plan and execute each blast in such a manner as to ensure that no damage will be caused to any structure, pipeline or service. In addition, the Employer's Agent will require vibro-recordings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom servitudes or wayleaves unless the Eskom authorities have been advised in writing three weeks prior to blasting. Where blasting is done adjacent to Eskom power lines, the Contractor shall arrange for a representative of Eskom to be present prior to and during any blast.

PS 9.1.3 Environmental Aspects

The Contractor will be required to plan and undertake his work in a manner that minimises its impact on the natural environment. Trees and other vegetation shall, wherever possible, be left undisturbed. Trees that are marked by the Employer's Agent shall not be damaged and in the event of the Contractor doing so, a penalty will be deducted from monies due to the Contractor.

Every effort shall be made by the Contractor to prevent pollution of the adjacent areas and river and to reduce the noise, dust and fumes emanating from his construction activities.

PS 9.1.4 Dealing with Water

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water from his excavation and excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from the data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given.

The rates tendered shall allow for the requirements of this clause and all incidentals.

PS 9.2 Servitudes and Rights of Way

The Employer will, where necessary, obtain permanent servitudes and rights of way along the road routes indicated on the tender drawings. New servitudes will only be registered after completion of the Works.

PS 9.3 Dealing with Damaged Services

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instruction and shall report the occurrence of the incident. The damage is to be repaired as soon as possible to the approval of the Employer's Agent and the authority. The Contractor will be held responsible for paying all costs incurred by the authority or himself as a result of each such incident, where relevant.

PS 9.4 Accommodation of Traffic

The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc to safeguard the travelling public. Any detours or bypasses constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained in such a manner as to provide safe and easy passage of traffic.

PS 9.5 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled, levelled and spread in designated areas as directed by the Employer's Agent. All haul will be regarded as freehaul.

PS 9.6 Finishing and Tidying and Defects Liability Period

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Employer's Agent and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for partial completion. The specified defects liability period in respect of any specific section of the

Works shall commence on the date on which the relevant section is accepted by the Employer's Agent as being completed, i.e. fully commissioned, including finishing and tidying.

On completion of the Contract the Contractor shall ensure that all materials used in the construction of the temporary Site office, workshop and storage yard are removed from Site. Waste materials such as construction debris and soil contaminated with oil and fuel are to be disposed of at the solid waste disposal site used approved by the Employer's Agent. Prior to the handover of the Site to the Employer, the Contractor and the Employer's Agent will conduct a post construction audit to determine if any additional measures that are to be taken. The Completion Certificate will only be issued after this stage.

PS 9.7 Employee Accommodation

Refer to Subclause 3.2.1 of Section A of Part 2 and Subclause 1.2.1 of Section A of Part 3 of SABS 0120.

The Contractor shall conform in all respects with the provisions of any Act, Regulations or By-Law of the Ray Nkonyeni Municipality, which may be applicable to employee accommodation. Save for a security guard on active duty, no employees may be housed on Site or the Contractor's campsite after normal working hours.

PS 9.8 Employment of Local Labour

The Employer has determined that 100% of the Contractor's unskilled labour force shall be made up from the local community. A labour sub-committee (of a Project Steering Committee) comprising representatives of the community and other stakeholders will be responsible for the recruitment of all local labour. The Contractor will be required to provide details of the numbers of semi-skilled and unskilled workers he will require, together with their anticipated starting dates. The PSC through its labour sub-committee will then make this labour available to the Contractor.

A minimum of 50% of the local labour shall comprise of women and, where appropriate, disabled labour shall be employed. It is a requirement that tenderers acquaint themselves fully with requirements for registration with Unemployment Insurance Fund.

The Employer requires that the successful contractor registers all labour with the Unemployment Insurance Fund. The local labour rate has been determined at R196 per day per labourer (based on a 9 hour working day at R28/hour) or R196.00 per task. The task for excavation by hand has been agreed at 2,4 m³/day (e.g. 0,76 m x 1,0 m x 3,15 m).

During project execution, the successful contractor will be required to provide progress reports indicating to what level these requirements have been met.

PS 9.9 Frequency of Labour Wages Payments

The contractor will be required to pay labour on a fortnightly/monthly basis

PS 9.10 Training and Capacity Building

During project execution, it is the desire of the Employer that an identified number of community members receive appropriate level of non accredited training in either pipelaying activities or construction management activities. Within 14 days of appointment, the successful contractor will be required to provide, together with his method statement, a proposal for consideration by the Project Steering Committee for activities in which the community members can receive training. This proposal will be considered by the Project Steering Committee after which the Contractor will be given an instruction on the training to provide. Training will be provided to local labour that is already in the employ of the contractors as per clause PS 9.8. It must be noted that the Contractor will be required to pay the labour based on their daily rates indicated in PS 9.8.

The contractor will be required to provide a training diary and report indicating the following to be updated monthly:

- Details of persons receiving training
- What areas there have been trained in
- Performance of the trainees
- Further training still to be done

Should the contractor fail to provide this training, the Employer reserves the right to seek training from alternative sources. In that case, the cost of the training sought will be deductible from any monies due to the contractor.

PS 9.11 PORTION OF WORK CONSTRUCTED USING LABOUR INTENSIVE METHODS

The Ray Nkonyeni Municipality intends to use all construction contracts as a tool for creating employment opportunities for the local communities. It is therefore imperative that, as far as possible, work is done using the labour pool recruited in accordance PS9.9. Most, if not all of the works and activities (some of them named below) will be undertaken using labour intensive methods:

- Clearing and grubbing;
- Gabions
- Construction of kerbing and approach slabs

PS-10 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS-10.1 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.

PS-10.2 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 Employer's Agent to suspend the work until the road signs, etc, have been repaired to his satisfaction.

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

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

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

PS-10.3 Traffic Safety Officer

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.

PS-10.4 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered.

Items that may be considered for payment are specified in SABS 1200 Standardized Specifications and the COLTO (Standard Specification for Roads and Bridge works for State Road Authorities) 1998 Edition.

PS-11 OCCUPATIONAL HEALTH AND SAFETY *(Read with SANS 1921 - 1: 2004 clause 4.14)*

PS-11.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

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

PS-11.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

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

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

PS-11.3 Cost of compliance with the OHS Act Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

PS-12 ADVERSE WEATHER CONDITIONS

In terms of Clause 5.12 of the General Conditions of Contract 2015, extension of time will be considered for **abnormal rainfall**. The numbers of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table PS-12.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-12.1, will qualify for consideration of extension of time.

During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Employer's Agent's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-12.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

TABLE PS-12.1: Expected Number of Working Days Lost Per Month Due to Normal Rainfall

MONTH	Expected number of working days lost as result of normal rainfall
January	*5
February	5
March	4
April	1
May	1
June	1
July	1
August	2
September	3
October	4
November	0
December	5
TOTAL	32 days

(The figures in Table PS-12.1 are based on information obtained from the Weather Bureau, Department of Environment Affairs, Durban. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 15 December to 2 January.)

PS-13 SITE MEETINGS AND REPORTING

The Contractor will be required to attend site meetings organised by the Employer's Agent. In these meetings he (the Contractor) will be required to provide progress reports and other reports to monitor the outputs of the contractor, as may be required from time to time, to be presented in a format prescribed by the Employer's Agent. The frequency of such meetings will be monthly, as a minimum. However the frequency can be reviewed, depending on the progress of the contract.

The Employer will be present at such meetings.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

B1200 GENERAL REQUIREMENTS AND PROVISIONS

Add the following payment items:

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

B12.03 Provisional Sums

Payment of the lump sum shall be as described in Section 12.01 for Fixed Obligations. Payment of the monthly sum is payable through each month of the agreed contract period.

- | | | |
|-----|---|------------|
| (a) | Community Liason Officer wages, salary, allowance, etc.
..... | Lump Sum |
| (b) | Handling costs and profit in respect of subitem B12.03 (a)
..... | Percentage |
| (c) | Employment of Students in Built Environment
..... | Lump Sum |
| (d) | Handling costs and profit in respect of subitem B12.03 (b)..... | Percentage |

Payment of the lump sum shall be as described in Section 13.01 for Time-related obligations in equal portions divided through the agreed contract period.....Lump Sum

B12.17 Provisional Sum

Monitoring of the Environmental Management Plan (EMP) by the Environmental Control Officer (ECO) and Independent Safety Practitioner as appointed by the Engineer

- | | | |
|-----|---|-----------------|
| (a) | Monitoring of the EMP by the ECO..... | Provisional Sum |
| (b) | Monitoring of OHS Act requirement by Independent OHS Agent..... | Provisional Sum |

Payment under the B12.17 (a) and (b) shall be as described in Section 13.01 for Time-related obligations through the agreed contract period.....Month

B12.18 Provisional Sum

Mentoring and Supervision for sub contractor for work specified by the Employer's Agent defined as section 2300 or any other deemed suitable after Consultation with the Contractor on appointment. This will include partial supervision by the Contractor supervisor or dedicated in ensuring the work is carried out within the programme and assistance in terms of planning. The Client may appoint a separate persons or registered entity to undertake such supervision and mentoring or give the appointed contractor an opportunity to undertake mentoring and supervision.

- | | | |
|------|-------------------------------------|-----------------|
| (a) | Supervision for Sub Contractor..... | Provisional Sum |
| (b) | Mentorship for Sub Contractor..... | Provisional Sum |

Management and Supervision under B12.18 (c) and (d) shall be inline with sub contracted work under section 2300 as per Client requirements.

B12.17/ 18

- | | | |
|-----|--|--|
| (c) | Handling costs and profit in respect of subitem B12.17 (a) & (b) and B12.18 (a) &(b) | |
|-----|--|--|

.....Percentage
SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1303 PAYMENT

Add the following payment items:

Item		Unit
B13.01	The contractor's general obligations:	
	(a) Fixed obligations.....	Lump Sum
	(b) Value-related obligations.....	Lump Sum
	(c) Time-related obligations.....	month

B13.02 Health and Safety

Payment of the lump sum shall be as described in Section 13.01 for Fixed Obligations. Payment of the monthly sum is payable through each month of the agreed contract period.

- (a) Fixed obligations for the preparation of risk assessments, the project Health and Safety file, etc
.....Lump Sum
- (b) Fixed obligations for the completing and checking of the project Health and Safety file, etc.
.....Lump Sum
- (c) Time-related obligations for updating the risk assessments
.....Month

B13.03 Supply, transport to site and erection of the contract signboard

Payment of the lump sum shall be fully payable once the signboard is erected on site.

.....Number

B13.04 Full compliance with Environmental Management Plan

Payment of the lump sum shall be as described in Section 13.01 for Time-related obligations in equal portions divided through the agreed contract period.

.....Lump Sum

The Contractor's general obligation under section B13.01, B13.02, B13.03 and B13.04 shall not exceed a maximum of 15 % of the Accepted Contract Amount, the Tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

The Employer will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Tender Data.

TIMBER SPECIALS

If timber has to be used, it will be timber produced by South African Wood Preservers Association (SAWPA) Members inline with preservative treated timber to suits Deisgner recommendation.
For more information please visit www.sawpa.co.za and contact them via email at admin@sawpa.co.za or Tel no 011 974 1061

Timber has to be treated to comply with Marine (sea) water for outside environment in high hazard area H5 and H6 respectively.

H5 – High Hazard : Outside in contact with heavy wet soil or fresh water
H6 – High Hazrd: Prolonged imeersion in sea water

The below Table has attached to assist the Contractor and clearly specify the use of correct H class timber for intended application. When timber poles or post are planted in the ground, they must be placed in a way that a gap for drainage of moisture or water taken up by timber.

The contractor to apply remedial preservative to all cross cut and exposed areas. Under no circumstances must cross cut areas be exposed to ground contact unless retreated by pressure impregnation. The treated of all cut shall be approved by Engineer, and the Engineer may reject should he feels that the treatment of the cut is satisfactory.

H Classes	Preservative Types	Typical End-Use Applications	Protection	Risk Factor
H ₂ – Dry interior above ground	- Class W – CCA, CuAz, ACQ and Boron - Class O – TBTN-P and ZP	Roof trusses and frame wall construction, interior doors and joinery	Insect attack	Low risk
H ₃ – Exterior above ground	- Class W – CCA, CuAz and ACQ - Class C – Creosote and coal tar	Decking, cladding, outdoor furniture, and exposed structural, fencing and landscaping timber products not in direct ground contact.	Fungal attack and insects	Moderate risk
H ₄ – Exterior in-ground	- CCA, CuAz and ACQ - Creosote and Coal tar	Normal in ground timber/poles used structures, fencing, landscaping and garden features, etc.	Fungal decay and insect attack	High risk
H ₅ – Fresh water & heavy wet soil contact	- CCA, CuAz and ACQ - Creosote and Coal tar	Used in contact with fresh water and heavy wet soils, eg structures in fresh water, such as jetties, walkways, piling, etc.	Fungal decay and insect attack	High risk
H ₆ – Marine	Dual treatment of firstly CCA and then Creosote	Used in direct contact with sea water, eg jetties, quays, marine walkways, retaining walls and barriers	Fungal decay and marine borers	High risk

Hazard Class	Application and risk	Preservative Type	Retention Kg/m ³
H ₂	Dry indoors, above ground – Low	CCA Creosote	6 80
H ₃	Outside above ground – Moderate	CCA Creosote	8 80
H ₄	In ground contact – High	CCA Creosote	12 100
H ₅	Fresh water and heavy wet soil – High	CCA Creosote	16 130
H ₆	Marine (sea) water	CCA and Creosote	24 + 200

ANNEXURE D

Table D.1 - Hazard Classifications

1	2	3	4	5	6		7		8	
Hazard class	Exposure class	Timber application	End use	Preservative type	Average net retention (assay zone) % m/m		Average net retention kg/m ³		Minimum preservative penetration mm	
					Soft-wood	Hard-wood	Soft-wood	Hard-wood	Soft-wood	Hard-wood
H6	Marine	Timber constantly or periodically in contact with estuarine or sea water, and subject to marine borer attack	Poles: piling, retaining walls, slipways, groynes, jetties, walkways	WCCA plus Creosote	-	-	24 plus 200	24 plus 200	50	50
			Sawn timber: piling, retaining walls, slipways, groynes, jetties, walkways	WCCA plus Creosote	-	-	24 plus 200	24 plus 200	Complete sapwood	Complete sapwood
H5	Fresh water	Timber constantly or periodically in contact with fresh water or heavy wet soils	Poles: agricultural poles, poles under flood irrigation, bridges, piling, groynes, walkways, slipways, jetties, agricultural poles for livestock pens/retaining walls	WCCA or WcuAz or Creosote	- 0.76 -	- 0.83 -	16 or 4 or 130	16 or 5.4 or 130	25	20
			Sawn timber: Piling, slipways, groynes, jetties, walkways, retaining walls, culverts, flood gates, drains	WCCA or WcuAz or Creosote	- 0.76 -	- - -	16 or 4 or 130	16 or - or 130	Complete sapwood	Complete sapwood
			Industrial cooling towers	WCCA	-	-	30	30	Complete sapwood	Complete sapwood
H4	Ground contact	Timber in direct contact with the ground	Poles: Distribution	WCCA or WcuAz or Creosote	- 0.76 -	- 0.83 -	16 or 4 or 115	16 or 5.4 or 115	30	15
			Telephone and street light	WCCA or WcuAz or Creosote	- 0.76 -	- 0.83 -	16 or 4 or 115	16 or 6.4 or 115	25	15
			Agricultural poles, landscaping structures, playground structures, building, fencing, pergolas, carports, flower boxes, vine and orchard trellises	WCCA or WcuAz or Creosote	- 0.42 -	- 0.5 -	12 or 2.5 or 100	12 or 3.3 or 100	20	13
			Posts (guard-rail)						Complete sapwood	Complete sapwood

1 Hazard class	2 Exposure class	3 Timber application	4 End use		5 Preservative type	6 Average net retention (assay zone) % m/m		7 Average net retention kg/m ³		8 Minimum preservative penetration mm	
						Soft-wood	Hard-wood	Soft-wood	Hard-wood	Soft-wood	Hard-wood
				Piling, agricultural poles for livestock pens	See hazard class H5						
			Sawn timber (and specified round wood products)	Sawn rectangular posts, landscaping structures, playground structures, building, fencing, pergolas, carports, flower boxes, decking, bridges	WCCA or WcuAz or Creosote	- 0,42 -	- - -	12 or 2,5 or 100	12 or - or 100	Complete sapwood	Complete sapwood
				Rail bearers						Complete sapwood or 20	Complete sapwood or 13
				General purpose poles						20	13
				Stakes	Sawn	WCCA or WcuAz or Creosote	- 0,42 -	6 or 2,5 or 80	6 or - or 80	Complete sapwood	Complete sapwood
					Round	WCCA or WcuAz or Creosote	- 0,42 -	6 or 2,5	6 or 3,3 or 80	5	5
				Piling	See hazard class 5						
H3	Exterior above ground	Timber not in contact with the ground but exposed to leaching and weathering	Poles	Cross-arms and spacers	WCCA or WcuAz or Creosote	- 0,42 -	- 0,50 -	12 or 2,5 or 100	12 or 3,3 or 100	20	15
				Landscaping structures, playground structures, building, fencing rails, pergolas, carports, vine trellises	WCCA or WcuAz or Creosote	- 0,23 -	- 0,23 -	8 or 1,4 or 80	8 or 1,5 or 80	20	13
				Round droppers						10	10

PS EMP ENVIRONMENTAL MANAGEMENT PLAN

The environmental management specification applicable to this contract is included in this section of these documents:

In terms of Section 94A (1)(c) of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended, failure to comply with the conditions of this environmental authorization constitutes an offence for which a convicted person may be liable to a fine not exceeding R10 million or imprisonment for period not exceeding ten years or both such fine and such imprisonment, in terms of Section 19B (1).

Audits must be conducted monthly during the construction phase and audit report reports must be submitted to the Department every month (during the construction phase). The audit report must be compiled in compliance with the 2014 EIA Regulations, as amended, Appendix 7 of the Regulations. All requirements for the management, monitoring and reporting of impact for the construction phase of the project must be specified in the EMPr.

The Environmental Management Specification must be adhered during construction.

The Employer's Agent will notify the Contractor of a breach of specification and supply a time period

within which remedial action will need to be carried out. Should the time period elapse then the penalty will be imposed and the sum deducted from the following month's certificate.

At the time of tender the Contractor shall nominate two people who will be responsible for ensuring that the Contractor's team and sub-contractors comply with the environmental management requirements of this contract. While the positions are only part time, these staff members will be called upon from time to time to deal with any events that are not in compliance with the specifications.

The treated timber waste is not regarded as hazardous waste material; however, treated wood off cuts and waste should not be allowed to accumulate, but should be disposed of at a registered disposal or landfill site. It is important not to burn treated wood off cuts as this will allow the release hazardous chemicals which are tightly bound to the wood, into the smoke. The ashes will also contain residual chemicals.

All environment requirents and regulations are detailed in the Environmental Authorisation report referenced KZN/EIA/0001275/2019 that will be made available by the Department of Economic Development, Tourism and Environmental Affairs and Ray Nkonyeni Municipality.

F.7 PARTICULAR SPECIFICATION PE- THE CLIENT'S PRE-CONSTRUCTION AND HEALTH PLAN

PE1. INTRODUCTION

PE1.1 Purpose and Scope

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the client's Health and Safety Specification.

This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

(a) Reference Documents

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2003.
- The Construction Kit. (CD)

PE1.2 Definitions

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

Construction / Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

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 Employer's Agenting 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 and Risk Assessment and Risk Control (HRA)

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 Employer's Agent and/or client.

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT N°. 85 of 1993) and Regulations promulgated there under. (OHSA)

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.

Contractor's Responsible Person (S)

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

Contractor

Means "subcontractor".

Health and Safety Program

Encompasses the The COMPANY safety planning spreadsheet.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

Health and Safety File

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

PE1.3 Responsibilities

(a) Notification of Intention to Commence Construction Work

The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project commencement 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.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Employer's Agent or employee.

(b) Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the **OHS** and Client specifications. The above shall also be imposed upon all subcontractors.

(c) Safety Officer Appointment

A part-time Health and Safety consultant shall be appointed upon commencement of the project.

The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.

(d) Risk Assessment Competent Person

The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined. **(Annexure E)**

(e) Competency for Contractor's Responsible Persons

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

(f) Health and Safety Representatives

At least one (1) Health and Safety Representative shall be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

PE1.4 Objectives And Targets

- Compliance with the COMPANY Health and Safety Policy.
- Everyone is responsible for organising accident prevention at his or her own level on site.
- Safety training is important.
- Prevention.
- Working safely ensures your job.
- The COMPANY management commits itself to the objectives and targets.
- Disabling Injury Frequency Rate (DIFR) of 2.0 or less.
- 90% compliance on monthly Health and Safety Audits.
- Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHSA) and Regulations.
- Compliance with the Client's Safety Specification for Construction.

PE1.5 Planning And Procedure

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the COMPANY under the guidance of the appointed safety consultant. The sub-headings covered under the Safety Manual are as follows:

- Administration
- Appointments
- Safety Committees
- Registers, checklists and permits
- Incident Management
- Emergency Planning
- Contractors
- Risk Assessments
- Audits
- Hazardous substance control
- Training
- Mining Requirements
- Roads Requirements
- Planning

PE 1.6 Implementation Of The Occupational Health And Safety Specification

The COMPANY is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

PE1. 7 Application of the Health and Safety Specification

(g) Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

The letter of good standing will be available on site for reference purposes as proof of good standing.

The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

(h) Occupational Health and Safety Policy

The COMPANY Health and Safety Policy is attached for reference purposes. **(Annexure A)**

(i) Hazard Identification Risk Assessment

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

- Health and Safety Representative(s),
- Health and Safety Committee Member(s)
- Management Representative / Site Agent

Attached in the form of **Annexure C and D**, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.

Method statements form part of the Risk Process and will conducted in accordance with the Risk Process described above.

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

- Site Establishment
- Demolition works
- Excavation
- Concrete works
- Lifting operations
- Hand held tools
- Motorised Equipment

(j) Health and Safety Committee

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.

The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project Employer's Agent.

Members of the committee shall include the following and are not limited to:

- Safety Consultant. (When available)
- Contractor's site representative. (Supervisory level)
- Contractor's site representatives. (Operating level)
- Project Employer's Agent nominated representative. (Co-opted status)

(k) Health and Safety Training

Training of personnel is a legal requirement and a necessity and is acknowledged as such. The Training Planning Matrix shall be provided upon request.

Induction Training

Induction training shall be attended with the Client as well as the COMPANY Induction program requirements and records of attendance kept to prove the same.

The COMPANY Induction format is attached for reference purposes. **(Annexure E)**

Awareness Training

Weekly awareness training shall be conducted using the COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors. **(Annexure F)**

Competency

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators)

First Aid and Health & Safety Representative Training

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

General Record Keeping

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Employer's Agent upon completion of construction.

Statistics

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

$$\text{DIFR (Disabling Injury Frequency Rate)} = \frac{\text{DI's} \times 1\,000\,000}{\text{Man-hours}}$$

$$\text{DISR (Disabling Injury Severity Rate)} = \frac{\text{Days Lost} \times 1\,000}{\text{Manhours}}$$

General Inspection, Monitoring and Reporting

The COMPANY shall comply with the requirements set out by the client. We have attached a safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

Internal Audits

Internal audits shall be conducted a minimum once per month by the project Employer's Agent, as well as the appointed safety consultant. The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant shall be conducted on the audit schedule attached as per **Annexure G**.

Records of the audits shall be forwarded to the Project Employer's Agent and shall be filed on site for reference purposes.

(l) Incentives

No incentive scheme is being identified unless required by the client.

(m) Penalties

Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

(n) Emergency Procedures

The Site Agent shall make available to the Project Employer's Agent a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

First Aid Box and Contents

The Site Agent shall ensure that all working areas area adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognised and accredited service providers as defined above.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible to all.

Accident and Incident Reporting and Investigation

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSWA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSWA and the company specific procedures.

Should there be an incident, the Project Employer's Agent shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

Hazards and Potentially Hazardous Situations

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

(o) Personal Protective Equipment and Clothing

The COMPANY shall comply with OHSWA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSWA General Safety Regulation 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided.

Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

(p) Safety Signage

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

(q) Permits

- The COMPANY shall ensure that access to site works is restricted to construction personnel.
- All attempts will be made to restrict spectator access.
- Access to the site shall be by the Project Employer's Agents (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)

- Special permits for hot work and isolation permits shall be applied for to the Project Employer's Agent prior to commencing with the activity.

(r) Contractors and Suppliers

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The COMPANY is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the COMPANY contractor pack for the project, should they not be contained in the Client Safety Specification.

The COMPANY shall assist and ensure the 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 covered by the COMPANY Safety Plan and will be issued the same.

(s) Health and Safety in Practice

Excavations

The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project Employer's Agent for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

- a) The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;
- b) All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- c) The safe working procedure shall be communicated to all employees who may be effected by the work; and
- d) The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- e) For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- f) Material excavated shall be removed from the point of excavation.
- g) Ensure stability of adjoining structures.

Demolition

No demolition work is being envisaged on this project.

Explosives and Blasting

No blasting activities are envisaged on this project.

Stacking of Materials and Housekeeping

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

(t) Hazardous Chemical Substances

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the project Employer's Agent at all times.

Fuel / Diesel

- Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.
- Bulk storage areas shall be bunded.
- Re-fuelling shall be conducted in designated re-fuelling areas only.
- Spill-kits shall be available at all times in these designated areas.
- The surface of the bunded areas and walls shall be of impermeable material.
- The bunded area shall be sloped towards a collection pit.

Asbestos

No asbestos is to be used on this Project.

(u) Plant and Machinery

Construction Plant

- All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Service and maintenance of the vehicles shall be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The COMPANY shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorised operator.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The COMPANY shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

Transport of Personnel

- Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.
- No personnel shall be permitted to travel on any plant or equipment on the site works.
- Road safety principles shall be adhered to on and off site.

Vessels under Pressure (VuP) or Gas Bottles

The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.

Fire Equipment

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurisation.
- The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.
- The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

Hired Plant and Machinery

The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:

- Only approved hire companies shall supply equipment to the site.
- Hired plant shall be checked for safety compliance prior to being accepted for use on site.
- Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operators competency be verified and the operator undergo an induction training session.
- The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.
- The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

Scaffolding / Working at heights / Fall Protection

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffold shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

Falsework / Formwork for Structures

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Lifting Machinery and Tackle

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
- Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.
- Records shall be kept of all lifting machinery and tackle inspections and Load Tests.
- Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained banksman who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.
- The Operators shall be tested for medical fitness.

Ladders and Ladder Work

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- 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.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

General Machinery

In accordance with General Machinery Regulation 2(1), The COMPANY shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.
- The COMPANY shall ensure that records are maintained of all services conducted.

Lighting and Power

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.

Portable Electrical Tools / Explosive Power Tools

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
- The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.
- All users shall undergo regular awareness training to ensure compliance.
- The Site Agent shall ensure the required PPE and clothing is provided and maintained.

Public Health and Safety

In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

Night Work

Night work shall only be conducted upon approval of the project Employer's Agent, with the same safety standard being applied for these activities as with day work activities.

Facilities for Safe Keeping / eating areas

The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.

ANNEXURE A (Safety Policy)

CONTRACTOR TO PROVIDE WITH HEALTH AND SAFETY FILE AS REQUIRED

HAZARDOUS TASK IDENTIFICATION (HTI)												
Ser no:	INFORMATION REQUIRED	DETAILS							SIGNATURE		Key Table	
1	Name of contract:										0=	NONE
2	Date prepared:										1=	LOW
3	Prepared by:										2=	MEDIUM
4	Name of person approving:										3=	HIGH
Risk Assessment (RA) Code	LIST OF ALL STANDARD TASKS	What is the future potential that this task can cause further....								Total Score	Rating	Doc Required
		Is it a new or unusual task?	Is it a dangerous task?	Personal injury	Health risk	Impact on the environment	Property damage	Fire	Has the task caused previous injury / loss?			
RA-1	Site clearing - manual labour & small tools	1	1	1	1	1	1	1	0	7	LOW RISK	MST
RA-2	Site clearing - using mechanical means									0	LOW RISK	MST
RA-3	Site establishment - FSM erection / dismantling									0	LOW RISK	MST
RA-4	Site establishment - Container store / office offload									0	LOW RISK	MST
RA-5	Excavations - using manual labour									0	LOW RISK	MST
RA-6	Excavations using motorised plan									0	LOW RISK	MST
RA-7	Excavations - working inside < 1.5 metres									0	LOW RISK	MST
RA-8	Excavations - working inside > 1.5 metres									0	LOW RISK	MST
RA-9	Batching plants - erection / dismantle									0	LOW RISK	MST
RA-10	Batching plants - general working and operation									0	LOW RISK	MST
RA-11	Concrete mixing - using manual labour									0	LOW RISK	MST
RA-12	Concrete mixing - using mechanical means									0	LOW RISK	MST
RA-13	Concrete pours - using lifting machinery (Cranes etc)									0	LOW RISK	MST
RA-14	Concrete pours - using motorised plant (dumpers etc)									0	LOW RISK	MST
RA-15	Concrete pours - using mechanical pump									0	LOW RISK	MST
RA-16	Lifting Equipment - Tower crane erection / dismantle									0	LOW RISK	MST
RA-17	Lifting Equipment - Tower crane operation									0	LOW RISK	MST
RA-18	Lifting Equipment - Mobile crane operation									0	LOW RISK	MST
RA-19	Lifting Equipment - Telescopic handler operation									0	LOW RISK	MST
RA-20	Lifting Equipment - Forklift operation									0	LOW RISK	MST
RA-21	Lifting Equipment - using lifting tackle									0	LOW RISK	MST
RA-22	Formwork - general erection / dismantling									0	LOW RISK	MST
RA-23	Formwork - lifting and placing large panels									0	LOW RISK	MST
RA-24	Formwork - work on support decks									0	LOW RISK	MST
RA-25	Scaffolding - erect / dismantle small scaffolds < 2 m									0	LOW RISK	MST
RA-26	Scaffolding - erect / dismantle large scaffolds > 2 m									0	LOW RISK	MST
RA-27	Scaffolding - use of mobile scaffolds									0	LOW RISK	MST
RA-28	Scaffolding - dismantling of scaffolding									0	LOW RISK	MST
RA-29	Demolition - using small electric breakers									0	LOW RISK	MST
RA-30	Demolition - using compressed air breakers									0	LOW RISK	MST
RA-31	Demolition - using motorised mechanical means									0	LOW RISK	MST
RA-31	Demolition - using explosives / blasting operations									0	LOW RISK	MST
RA-33	Trades - Brickwork operations									0	LOW RISK	MST
RA-34	Trades - Plastering operations									0	LOW RISK	MST
RA-35	Trades - Painting operations									0	LOW RISK	MST
RA-36	Trades - Ceiling operations									0	LOW RISK	MST
RA-37	Trades - Roofing installations									0	LOW RISK	MST
RA-38	Trades - glazing installations									0	LOW RISK	MST
RA-39	Trades - Tiling operations									0	LOW RISK	MST
RA-40	Trades - carpentry (Doors / windows)									0	LOW RISK	MST
RA-41	Trades - Metal work (Doors / windows)									0	LOW RISK	MST
RA-42	Trades - Steel erection									0	LOW RISK	MST
RA-43	Trades - plumbing									0	LOW RISK	MST

ANNEXURE C (Risk Assessment)

RISK ASSESSMENT											
TASK / ACTIVITY NAME:		AREA:									
Seq No	Task Steps	Risks identified	Rating				SWP Required	Immediate Action Required	Safe Working Procedure		
			A	B	C	D					
			Probability	Severity	Frequency	Risk Score					
1			4	4	6	14	HIGH RISK	✓			
2			6	6	6	18	HIGH RISK	✓			
3			4	4	6	14	HIGH RISK	✓			
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

Methods Used to Minimise Risk		Most Critical Hazards			Control Methods			RA Committee	
		Fatigue	Speed	Engine Failure	PPE Selection	PPE Issue Records	Codes of Practice	Name:	Sign:
Engineering Risk Out	☐				☐		☐		
Use of Specialized PPE	☐				☐		☐		
Introduce Specialized Controls	☐				☐		☐		
Training	☐				☐		☐		
	☐				☐		☐	Approved:	Sign:
	☐				☐		☐		

Probability an accident may occur		Severity		C		D	
A	B	C	D	Risk Score / Criticality	14 to 18	High Risk	Frequency
6	Fatal and Permanent Dis	6	Arises every shift	14 to 18	High Risk	6	6
4	DLTI (50 000 - 499 999)	4	Arises every week	8 to 13	Medium Risk	4	4
2	Medical Case (10 000 - 49 999)	2	Arises every month	0 to 7	Low Risk	2	2
0	First Aid Case	0	Arises every year			0	0

Probability		Severity	
6	18	16	14
6	18	16	14
4	16	12	10
2	10	8	6
0	6	4	2

SAFETY INDUCTION		
OHS Act 85 of 1993 Sections 8 & 14		
Requirements: Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance with the provisions of the Act and Regulations. For this process to begin and to be formalized it is necessary for all employees to be formally inducted into the safety procedures and the completion thereof, formally acknowledged by both employer and employee.		
ITEM COVERED	DONE YES/NO	REMARKS
Explain Company Policy / Site Safety Rules Provide copies of same		
Explain Section 14 of the Act		
Explain the use of Personal protective Equipment and procedures. Re: Issuing and maintenance		
Explain the meaning of symbolic signs		
Explain the procedure in the event of injury		
Explain the use of facilities and toilets		
Explain the danger of moving machinery. (DUMPER, MIXER, SKILLSAW, GRINDER Etc.)		
Explain the danger of hazardous substances (PETROL, DIESEL, OIL, GAS, PAINT Etc.)		
Explain specific Job Duties and Requirements		
Introduce : Supervisor, safety Representatives, First Aider		
<i>This confirms that the above named acknowledges that he/she has been instructed in the safety items listed above and has received the necessary protective clothing / equipment to use in the performance of his/her work.</i>		
<u>INDUCTION OFFICER / TRAINER</u>		
Signature	Designation	Date
<u>ACCEPTANCE</u>		
I, _____ hereby acknowledge receipt of and accept and understand the requirements of this induction.		
Signature	Designation	Date
		

[illegible]

CONTRACTOR TO PROVIDE HEALTH AND SAFETY FILE AS REQUIRED

**PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY
SPECIFICATION**

FOR

COVID-19 SITE CONDITIONS

MANAGED ON BEHALF OF

**RAY NKONYENI MUNICIPALITY
(THE “EMPLOYER”)**

KEY ROLE PLAYERS

EMPLOYER

Principal Agent:

Civil Engineer

Environmental Control Officer

Health and Safety Agent

PRINCIPAL CONTRACTOR

Contracts Manager

Site Agent

H&S Officer

Other:

TABLE OF CONTENTS

TENDER NOTICE AND INVITATION TO TENDER	4
F.1 STANDARD CONDITIONS OF TENDER	7
F.2 TENDERER'S OBLIGATIONS	14
F.3 EMPLOYER'S UNDERTAKINGS	17
F.4 STANDARD SPECIFICATIONS	23
F.5 PROJECT SPECIFICATIONS	24
F.7 PARTICULAR SPECIFICATION PE- THE CLIENT'S PRE-CONSTRUCTION AND HEALTH PLAN	44
1. LIST OF ABBREVIATIONS	68
2. DEFINITIONS	69
3. KEY REFERENCES	69
4. INTRODUCTION	69
4.1 PURPOSE	70
4.2 IMPLEMENTATION OF THE PROJECT SPECIFIC COVID-19 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS	70
4.2.1 Roles And Responsibilities of Health and Safety Officers	70
5. BASELINE RISK ASSESSMENT	71
5.1 SUMMARY OF RISKS IDENTIFIED DURING DESIGN AND IMPLEMENTATION	71
5.2 RE- INTRODUCTION TO THE WORK PLACE AFTER LOCKDOWN	71
6. SITE SPECIFIC HEALTH AND SAFETY PROCEDURES	72
6.1 DEMOGRAPHICS	72
6.1.1 Age of Employee	72
6.1.2 Health status	72
6.1.3 Socio economic status / Unskilled labour	72
6.1.4 Accommodation	72
6.2 ORIGIN OF LABOUR AND TRANSPORTATION	73
6.2.1 Public Transportation across borders/towns/cities	73
6.2.2 Contractor provided transportation across borders/towns/cities	73
6.3 SOCIAL DISTANCING	74
6.3.1 Tasks that require more than 1 person to complete	74
6.3.2 Access/Egress of Site, Welfare Facilities, Meeting Areas	74
6.4 ALCOHOL AND DRUG TESTING	75
6.5 MEDICAL SURVEILLANCE	75
6.6 ABLUTION FACILITIES	75
6.7 SECURITY ACCESS	76
6.7.1 Staggered access to site;	76
6.8 PROCUREMENT AND STORAGE FOR COVID-19 PPE AND GENERAL SUPPLIES	77
6.9 WASTE MANAGEMENT FOR COVID-19 WASTE	77
6.9.1 Disposal of any gloves, masks	77
6.9.2 Paper towels	77
6.9.3 Disinfectant solution	77
6.9.4 Wastewater	78
6.10 SIGNAGE	78
6.10.1 Access rules	78
6.10.2 Notices/Posters with protocols	78
6.11 EMERGENCY PLANNING	79
6.11.1 First aid	79
6.11.2 Evacuation plans	79
6.11.3 Isolation of potentially infected workers	79
6.12 PERSONAL PROTECTIVE EQUIPMENT (PPE)	79
6.12.1 Masks	79

6.12.2	Face Shields	80
6.12.3	Overalls	80
6.12.4	Hand Gloves	80
6.13	CONSEQUENCE MANAGEMENT	80
6.13.1	Change Management	80
6.13.2	Succession Planning	81
6.13.3	Consequences	81
6.14	WELFARE FACILITIES	81
6.14.1	Clean, storage for food and personal belongings	82
6.14.2	No personal belongings to be kept on site	82
6.14.3	No communal drinking facilities (shared cups etc.)	82
6.14.4	Larger meeting areas/ preferably use technology (Skype, Zoom, Microsoft teams): 82	
6.14.5	Eating areas	82
6.15	ADEQUATE RESOURCING OF PROJECTS	83
7.	CONTRACTUAL CONSIDERATIONS	84
7.1	GENERAL CONSIDERATIONS	84
7.2	APPLICABLE GENERAL CONDITIONS OF CONTRACT	84
7.2.1	GCC 2015	84
7.2.2	GCC 2010	85
7.2.3	NEC 3	86
F.8	PARTICULAR SPECIFICATION – QMS: EMPLOYER’S AGENT’S QUALITY MANAGEMENT SPECIFICATION	91
C1:	AGREEMENTS AND CONTRACT DATA	98
C1.1	Form of Offer and Acceptance	98
A:	Offer	98
C:	Schedule of Deviations	101
D:	Confirmation of Receipt	103
C2	PRICING DATA	104
RNM / MBD 1		128
F.9	EVALUATION OF TENDER OFFERS	130
C4.2.2:	CONTRACT DATA (Applicable to this contract)	139
RNM / MBD 2	TAX CLEARANCE REQUIREMENTS	145
	Schedule of Work Carried out by the Tenderer	146
	Details of Key Personnel	147
	Registration with CIDB	149
	Record of Addenda to Tender Documents	150
	BBBEE COMPLIANCE CERTIFICATE	151
	Company Registration Documents	152
	Identity Documents of Shareholders/Directors/Members	153
RNM/ MBD 3.1	PRICING SCHEDULE – FIRM PRICES (PURCHASES)	154
RNM/ MBD 3.2	PRICE ADJUSTMENTS	155
RNM / MBD 4	DECLARATION OF INTEREST	156
RNM /MBD 5.1	CONTRACT FORM – PAST EXPERIENCE	158
RNM/MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	175
	LOCALITY PLAN	178
	DRAWINGS	179

ANNEXURES

ANNEXURE A: BASIC RISK ASSESSMENT

ANNEXURE C: PPE ISSUE REGISTER

ANNEXURE D: COVID-19 QUESTIONNAIRE & DECLARATION

1. OF ABBREVIATIONS

BRA	Baseline Risk Assessments
BEPs	Built Environment Professionals
BoQ	Bill of Quantities
PSHSS	Project Specific Health and Safety Specifications
COIDA	Compensation of Injuries and Diseases Act
CR	Construction Regulations
DEL	Department of Employment and Labour
H&S	Health and Safety
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
PPE	Personal Protective Equipment
PC	Principal Contractors
SSHSS	Site Specific H&S Specification

2. DEFINITIONS

The Employer: The Ray Nkonyeni Municipality

The Act: Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended

COVID-19: Means, the Novel Coronavirus (2019-n Cov2) which is an infectious disease caused by a virus that has previously not been scientifically identified in humans which emerged in 2019 and was declared a global pandemic by WHO in 2020

WHO: Means, The World Health Organisation

3. KEY REFERENCES

The following key references apply to the specifications:

- Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
- Government Gazette No. 43257 dated 29 April 2020 titled COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020
- Regulation 10 (8) of the Regulations issued in Terms of Section 27 (2) of The Disaster Management Act, 2002 (ACT No. 57 of 2002).
- The Disaster Management Act, 2002 (Act No. 57 of 2002), as amended

4. INTRODUCTION

The recent Regulations promulgated under the National Disaster Management Act, and the lockdown of 26 March 2020 have closed all construction projects except for those involved with essential infrastructure services and emergency facility preparedness. The Covid-19 pandemic has catapulted the role of health and safety (H&S) into the forefront of all activities. Going forward as the lockdown is slowly lifted, the construction industry will be required to focus as never before to protect the vulnerable who are often at the forefront of any project.

Construction projects range in size and complexity, occur in rural communities and cities, where the population is dense, or there is very little activity. Irrespective of the nature of the work, workers remain exposed to the typical risks and hazards that are typical of construction. Working at heights, confined spaces, breaking, cutting and grinding to name a few. High levels of hard physical labour and long hours of work are typical, over and above the risk of contracting Covid-19. As such the Occupational Health and Safety Act No 85 of 1993 and its Regulations require to be complied with. More specifically, the Construction Regulations of 2014 remain applicable and must be adhered to in order to protect the workers.

The Construction Regulations are very specific regarding the roles of stakeholders, namely the employer, designers and contractors. Each of these categories have very specific roles and responsibilities and cover both the built environment professionals (BEPs) and contractors. Each have roles in terms of H&S as per the existing arrangements over and above their contractual and monitoring duties on a project.

This H&S specification is based on Annexure 2 (Guideline for the Construction Sector Relating to Health and Safety and COVID-19) of the Construction Sector Reactivation Protocols prepared by the Construction COVID-19 Rapid Response Task Team and dated 26 April 2020.

4.1 PURPOSE

The purpose of this specifications is to specifically manage the operations of Construction work projects during the confirmed 2020 Covid1-19 Novel Corona Virus to ensure that employees are well informed and equipped to take all possible measures to prevent the spread and contain the virus as far as possible and reasonably practicable when performing their duties on site.

4.2 IMPLEMENTATION OF THE PROJECT SPECIFIC COVID-19 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

These H&S specifications will form an integral part of the Contract and are in addition to Project Specific Health and Safety Specifications (PSHSS) already in place and included at tender stage. Where there is conflict of interpretation between the specifications, the Covid-19 specifications shall take precedence.

No work may commence without written approval of the revised H&S plan by the H&S Agent, or the responsible person in the MISA. Subsequent to approval, the contractor's activities on site will be monitored through regular H&S audits and Non-conformances will be issued and penalties or work stoppage will be issued where appropriate.

4.2.1 Roles And Responsibilities of Health and Safety Officers

The PC's Health and Safety Officer (HSO) will be required to undertake the following amongst other activities:

- HSO officers will ensure that they carry out the COVID 19 awareness and ensure that all employees receive the message and understand what to do and how to do it. The training awareness will include training of Security officers on what to do when receiving employees to the premises.
- HSO officers must ensure that before letting any employees inside the premises/site camp, they issue them with face masks and sanitise their hands before passing through the gate.
- Screening questionnaire will be completed before employees can be allowed to gain access to the premises.
- The Employer specifications and requirements will be implemented accordingly.
- Ensure hand sanitizer and hand soap is available at all times and issued to all including training on proper usage.
- Undertake employee awareness campaigns on how the virus is spread from one person to another and also train them on how to prevent the spreading of the virus.
- Conduct regular toolbox talks to ensure that employees are always reminded of correct behaviour and handling of PPE provided.
- Ensure that employees who are suspected to have the symptoms are isolated immediately and the Department of Health immediately notified of such. While waiting the HSO officer must ensure that the isolated victim is entirely kept away from other employees, this will help to lessen to spread the virus.

5. BASELINE RISK ASSESSMENT

5.1 SUMMARY OF RISKS IDENTIFIED DURING DESIGN AND IMPLEMENTATION

The existing Baseline Risk Assessment (BRA) will require to be amended to take into account risks related to the potential spread of the Covid-19 virus. A typical risk assessment schedule is provided in ANNEXURE A for use by the Contractor.

Examples of risk factors include but are not limited to the following:

- Lack of financial resources by Employer;
- Employer not enforcing financial resources for projects;
- Transportation, to, from and on sites;
- Manual labour for physical tasks and tasks that will not allow for social distancing;
- Workers arriving at work with a temperature or other symptoms of Covid-19;
- Management of isolating potentially infected workers, and tracing of family/contacts;
- The lack of clean ablution facilities;
- The lack of clean welfare facilities where workers congregate for lunch break;
- Lack of cleaning and hand washing facilities;
- Confined working areas;
- Too few emergency supplies, first aiders and first aid boxes;
- Sanitization of frequently used environments throughout the working day;
- The need to continually monitor site activities;
- Underlying chronic diseases and age of workers (experienced workers);
- Specialised contractors having older workers, or need to cross borders, and
- Rural projects, or small/private projects ignoring the current legislation.

5.2 RE- INTRODUCTION TO THE WORK PLACE AFTER LOCKDOWN

Employees returning to the first day of work after the lockdown to answer a wellness questionnaire with the HSO at the entrance to the main building or site camp. Upon successful completion of the questionnaire (If satisfactory) the employee will be allowed to proceed to his/ her work area. All employees will attend a mandatory re-induction (Revised induction for COVID-19 awareness including new measures to be taken).

A COVID 19 Risk assessment will be communicated to all employees to highlight activities and areas considered “hot spots”

6. SITE SPECIFIC HEALTH AND SAFETY PROCEDURES

6.1 DEMOGRAPHICS

It will be incumbent upon the PC to establish a suitable and sufficient procedures for the identification of potentially infected employees and workers, the management of exposure to the corona virus on the project, including visitors and suppliers. Including a response plan for persons suspected of being infected with or exposed the virus. The procedure is to be applicable to all levels of management and supervision, employees and local labour.

As part of this procedure, the contractor is to maintain a register of all employees and workers on the project, including sub-contractor employees and workers, keeping records of the following information as a minimum (note the NIOH document that is currently available):

6.1.1 Age of Employee

The procedure is to take cognizance of the vulnerability of older workers and make provision for additional or more frequent screening of workers above a specified age. A certificate of fitness should be available to make the worker fit for duty, and should be available on site at all times.

6.1.2 Health status

A detailed record of all current and previous health conditions, specifically those identified as creating a higher risk for contracting Covid-19, to be kept for all workers. The procedure is to make provision for stringent testing procedures and management of exposure to the virus for workers with higher vulnerability due to underlying health conditions. Such records are confidential and will remain with the Occupational Health facility. A certificate of fitness must be available for each worker on site, including management and contractors.

6.1.3 Socio economic status / Unskilled labour

The procedure is to consider the socio-economic status and skill level of workers, taking cognizance of the fact that these may have an impact on the worker's level of exposure to the virus outside of the workplace and the risk of being asymptomatic carriers of the virus to the project/site.

6.1.4 Accommodation

Where accommodation is provided by the contractor/sub-contractor, factors to be considered in the procedure include, *inter alia*:

- Density of occupants to allow for adequate social distancing (minimum 1.5m) in sleeping and dining quarters;
- Restriction on the number of persons using the same sanitary/hygiene facilities;
- Provision of dedicated crockery and cutlery for each occupant, together with a procedure for effective cleaning and safe storage of same and a prohibition on the sharing of utensils;
- Dedicated facilities for safekeeping of personal belongings and abovementioned utensils for each person. Such facilities are to allow for total segregation of belongings and must

- be easy to sanitize. Provision of such facilities for safekeeping to be accompanied with a procedure for the use and sanitizing of the storage facility to reduce the risk of cross-contamination;
- Facilities for accommodation provided by the contractor to have in place stringent procedures for personal hygiene, ongoing maintenance of sanitizing and social distancing, and
 - Additional rules to include a prohibition on the sharing of clothing, towels and other personal belongings, as well as the laundering of clothing for multiple persons at the same time.

6.2 ORIGIN OF LABOUR AND TRANSPORTATION

Where a return to work will necessitate travel between provinces and cities for employees and workers to return to the project, the PC is to have a procedure for, or provide transport for the return of workers to minimize the risk of exposure to the virus while in transit. While this is difficult to control by the PC, induction training needs to include such information so workers can protect themselves. Where on-site transportation is done, a policy needs to be available for how such transportation will be made safe and limit any opportunity for cross infection. If possible the PC could provide their own transportation for their workers.

Parking areas for public and private vehicles need to be considered. Hand cleaning facilities when entering gates, doors, and security entrances.

6.2.1 Public Transportation across borders/towns/cities

The contractor to source/recommend a transport service provider that complies with all travel restrictions and requirements as gazetted by the government, *inter alia*:

- Maximum occupancy of vehicles to allow for social distancing;
- Vehicle sanitized before passengers board;
- Passengers provided with hand sanitizer and face masks prior to boarding;
- Vehicle sanitized before boarding, and hand sanitizer provided to passengers prior to boarding, after each stop where passengers leave the vehicle for comfort breaks, and
- Frequent hand sanitizing is recommended during transit.

6.2.2 Contractor provided transportation across borders/towns/cities

Where the contractor provides transportation across borders/towns/cities to assist workers to return to work, provision is to be made for an adequate number of vehicles to comply with the maximum occupancy as in (a) above, and all such vehicles provided will be subject to the same requirements as abovementioned.

Since it will not practicable to separate belongings and luggage in either instance mentioned above, the contractor's procedures must make provision for the sanitizing of personal belongings and luggage on arrival at the final destination.

6.3 SOCIAL DISTANCING

Social distancing has been shown to be an effective method to slow down the spread of the corona virus. It will be incumbent on the contractor to ensure that the construction site and facilities are set up in such a way that it will be possible as far as is practicable to maintain the required social distancing of a minimum of 1 metre between persons when at work.

6.3.1 Tasks that require more than 1 person to complete

Where it is not possible to maintain the required distance between workers due to the nature of the work activity, e.g. curb laying, confined working areas, rebar tying, preparing wire cages, the contractor will be required to implement, maintain and enforce a procedure to adequately protect such workers against potential infection with the corona virus. This includes but is not limited to:

- Providing adequate supplies of suitable PPE such as face masks, task specific gloves, safety glasses, disposable/additional coveralls;
- PPE used during multi-person activities to be exchanged immediately after the task is completed;
- Sealed bins to be provided for disposable PPE such as masks, disposable coveralls, disposable gloves, etc.;
- Sealable bags provided to each person for keeping PPE requiring laundering, such as gloves and overalls, and
- Sanitising/washing facilities provided for immediate sanitizing of hard hats, safety glasses, shoes, safety harnesses etc. on completion of multi-person tasks.

All the above to be utilized when breaking for lunch or leaving the site, and before commencing with the next or new work activity.

6.3.2 Access/Egress of Site, Welfare Facilities, Meeting Areas

The PC is to ensure there is suitable and adequate provision to minimize the risk of persons who may be infected with Covid-19 entering the site, the spread of the virus between persons who work on or visit the site and the risk of potentially contaminated persons leaving the site and accessing public spaces or going home to their families. To achieve this, the contractor is required to implement, inter alia the following measures:

- Persons accessing the site in groups to maintain social distancing of at least 1 metre while waiting to access the site;
- Persons waiting to access the site to be segregated from the public where required by the provision of dedicated, prominently identified public pedestrian walkways situated in such a way that social distancing is maintained between site personnel and the public;
- Screening of each person who enters the site with a no-touch infrared thermometer;
- Means of (fully) sanitizing each person and their belongings, who access and leave the site;
- Dedicated facilities for safekeeping of personal for each person. Such facilities are to allow for total segregation of belongings and must be easy to sanitize. Provision of such facilities

- for safekeeping to be accompanied with a procedure for the use and sanitizing of the storage facility to reduce the risk of cross-contamination;
- Toolbox talks to be conducted outdoors when possible in order for persons to maintain social distancing. Where inclement weather does not allow for this, toolbox talks to be conducted with smaller groupings of workers in a sheltered area large enough to maintain social distancing, and
 - Eating areas to be set up in such a way that the maximum number of persons who will use the area at any one time are able to maintain the required social distancing of 1 metre. Should this not be practicable, meal times are to be staggered on a rotational basis to avoid contact between persons.

****This guideline is not an exhaustive list and the contractor is encouraged to develop rigorous control measures and procedures to safeguard all persons accessing or working on the site against the risk of Covid-19.***

Where possible remote means of monitoring such as use of drones or security cameras to monitor site conditions and to do site inspections could be considered.

6.4 ALCOHOL AND DRUG TESTING

Alcohol testing may only be done using single use test units, and must be disposed of in the appropriate contaminated waste. Drug testing will only be done by an occupational health facility either using urine or blood sampling. A protocol will be drawn up by the PC to manage this with the occupational health service being used.

6.5 MEDICAL SURVEILLANCE

The normal requirements of pre-placement, periodic and exit medicals will remain, with the Occupational health service providing a methodology of how they will be including factors relating to Covid-19. No lung functions or peak flows will be done until deemed safe to do so by the South African Thoracic Society.

It is preferable that occupational health service providers use a cloud-based record keeping service to ensure easy tracking and tracing. Free apps such as Square 1 is such an example.

Any person who contracts the virus may need to be reported to the Compensation Commissioner as an occupational disease where their work is to monitor and in contact with others. Such details are provided in the Compensation for Injuries and Diseases Act (COIDA).

Isolation of workers who have a temperature or any symptoms, and removal to the closest facility for testing and treatment, through the numbers provided. The PC is to ensure their policy on this includes such information.

Workers will be required to complete COVID-19 questionnaires prior to returning to site. Any worker with any symptoms is not to return to work, or notify the PC of same.

6.6 ABLUTION FACILITIES

Ablution facilities are an essential facility that must be available for workers across a site. Facilities are a high risk area and increased cleaning regimes are required to be introduced. A policy on how this will be done is required, that will cover both portable and permanent facilities. The following are considerations, which include, *inter alia*:

- Portable toilets to be provided at a 1:10 ratio
- Cleaners to continually clean and have a formal cleaning regime
- Hand washing facilities (soap and water, paper towel) to be available where possible, and if not, to provide hand sanitizer
- Induction training to educate to ensure all users are hand washing correctly
- Flush toilets preferably 1:15 unless increased cleaning regime present;
- Restrict the number of people using toilet facilities at any one time e.g. use a welfare attendant;
- Wash hands before and after using the facilities;
- Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush;
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently;
- Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal that need to be managed as hazardous waste;
- Introduce staggered start and finish times to reduce congestion and contact at all times;
- Consider increasing the number or size of facilities available on site if possible, and
- Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.

6.7 SECURITY ACCESS

Public access to site is to be limited at all times, and non-essential visitors are not to be allowed entry. There is required to be staggered access at all times. The following aspects are to be included in a policy document as to how such issues will be managed, inter alia:

6.7.1 Staggered access to site;

The PC should consider the following:

- Introduce staggered start and finish times to reduce congestion and contact at all times;
- Monitor site access points to enable social distancing – consideration for the number of access points, either increase to reduce congestion or decrease to enable monitoring;
- 50-100mm deep trough to be placed at entrances to site. Disinfectant is to be placed in the trough and all shoes coming onto site or leaving site will be disinfected, without wetting shoes themselves;
- Remove or disable entry systems that require skin contact e.g. fingerprint scanners or biometric system;

- Require all workers to wash or clean their hands before entering or leaving the site;
- Ensure social distancing between people waiting to enter site;
- Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners, turnstiles, screens, telephone handsets, desks, particularly during peak times;
- Reduce the number of people in attendance at site inductions and consider holding them outdoors wherever possible, and
- Drivers should remain in their vehicles if the load will allow it and must wash or clean their hands before unloading goods and materials.

6.8 PROCUREMENT AND STORAGE FOR COVID-19 PPE AND GENERAL SUPPLIES

The following is to be implemented by PC:

- Availability of personal protective equipment PPE is an imperative and should be available at all times. Where this is not so, the work related to the activity will be stopped until adequate supplies are available.
- Storage of PPE is to be tightly controlled, with records of issue. Damaged PPE is to be managed in the usual way, but all to be disposed of as if contaminated.

6.9 WASTE MANAGEMENT FOR COVID-19 WASTE

Waste management arrangements to be updated to include provision for the disposal of additional waste generated due to preventative measures implemented. All waste to be managed as hazardous waste.

6.9.1 Disposal of any gloves, masks

The contractor shall dispose of all used gloves and masks as hazardous waste and provide sealable bags and containers for the safe disposal of this waste.

6.9.2 Paper towels

The contractor shall provide adequate supplies of paper towels on site. At points where these towels are provided lined waste bins to be placed in order to collect all used towels and then to be disposed of in hazardous waste.

6.9.3 Disinfectant solution

The contractor to provide adequate supplies of disinfectant on site where the use of water and soap for cleaning is not practical. If disinfectant dispensers are not refilled it should be disposed with other hazardous waste.

6.9.4 Wastewater

Wastewater at washing points, toilets, and bathrooms to be contained in a drainage system that prevent surface spills. If wastewater is contained in waste buckets it must be sealed when removed and disinfected after it is cleaned.

6.10 SIGNAGE

The PC is to review all current signs and notices displayed on site. The PC is to avoid conflicting messages/notices that have been in place prior to lockdown and review according. Typical signage that can be displayed on site is shown in Figure 1

Figure 1: Typical Signage



6.10.1 Access rules

The contractor shall install additional signage with site rules specific to the prevention of spreading the COVID-19 virus at the access control points of the site.

6.10.2 Notices/Posters with protocols

Notices and posters shall be placed and installed to raise awareness and regarding protocols to be followed on site. These notices and posters shall be placed conspicuously at various points on the site including the following places:

- Entrance
- Site notice board
- Site Office
- Eating areas
- Next to toilets and bathrooms

- Hand washing stations
- Storerooms

6.11 EMERGENCY PLANNING

An updated emergency plan is to be completed that is in line with the current Regulations of the National Disaster Management Act.

6.11.1 First aid

Extra gloves, and disinfectants are to be available, first aiders are to be issued with at least FFPT2 masks should they be required to respond

6.11.2 Evacuation plans

Evacuation plans should consider social distancing.

6.11.3 Isolation of potentially infected workers

The emergency plan is to consider how anyone who arrives on site and displays any of the symptoms, or has a raised temperature.

6.12 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The hierarchy of control applies with the use of PPE. Specific regard for the type and usage, training and control is to be outlined in the policies and procedures.

6.12.1 Masks

Masks are compulsory for all employees; personnel and professional team members, reducing the potential of inhaled COVID-19 droplets. For general administration purposes, for essential staff on site only, cloth masks may be worn. N95 masks are only to be worn by first aiders or high risk workers, due to the national shortage thereof.

All employees to have access to N95 or FFPT2 masks when required, only in instances of HIGH RISK OF EXPOSURE

All N95 and FFPT2 masks to be disposed with or after 1 day's use. Induction is to include training on the correct use of face masks.

Cloth face masks to be used on entering and leaving the site. It is advised that each worker is supplied with at least 3 cloth face masks. This would assist ensuring that the masks are hygienic (1 on the face; 1 in the wash and 1 as a backup).

The PC must ensure that sufficient stock is at all-time available on site. This will also have depended on the type of mask being issued.

All disposable masks are biological waste and must be properly disposed of. This must be disposed in container (locked) or in bags to be either removed as medical biological waste by registered service provider.

CLEARLY IDENTIFIABLE BINS INDICATING BIOLOGICAL WASTE TO BE PROVIDED

6.12.2 Face Shields

The principal contractor could also look at options such as full face shields for preventing spreading of virus through eyes. This would assist the employee who is doing hard physical work to breathe more easily but still protecting the mouth, eyes and nose.

Face shields should be cleaned daily before the shift and at the end of the shift. Proper cleaning agents/disinfectant must be used. Face shields should be issued to employees and no sharing is allowed.

6.12.3 Overalls

All employees must be issued with 3 overalls (1 overall wearing; 1 overall in the wash and one as the backup). This will ensure that the employee will be able to wear clean hygienic overalls. This must form part of the COVID-19 training for all employees.

6.12.4 Hand Gloves

It is preferable that surgical gloves are not worn unless indicated and workers trained in the proper use thereof. Gloves must only be used when the activity demand the wearing of specific type of hand gloves. This will be directed by the PC risk assessment.

Site office personnel need to be made aware of the risks in the office environment, this include to handling of documents and plans. These employees could be issued with the appropriate hand gloves or sufficient hand wash / sanitising facilities must be available in the site office.

6.13 CONSEQUENCE MANAGEMENT

6.13.1 Change Management

Each Principal contractor / contractors to ensure that regular information pertaining to COVID 19 and or any Health and Safety matters is distributed to ensure that required measures / controls is timeously addressed. There are various information platforms available to the Principal Contractor and or employee that can assist in keeping them informed. These include *inter alia*:

- Local Authority / Legislation
- World Health Organizations
- Health Care Departments / Health Care Professional's / Centre's / Hospitals
- Public Service Announcements – National News

Each contractor is responsible and required to keep his or her employees informed by means but not limited by conducting the following;

- Awareness campaigns -i.e. posters within work places
- Daily site task Inspections (DSTIs)
- Toolbox talks / Daily briefings

- Meetings
- Company policies / procedures / Employee Wellbeing interaction
- Company newsletters
- Telecommunications – Cell phones Apps / e-mail

6.13.2 Succession Planning

Employees who is performing specialize work/activities (including plant operators) must be identified. These positions must have alternative employees that could perform these activities. This could mean additional training for these employees.

Key personnel on site should also have competent alternative employees that could perform these functions when needed. Where possible administrative staff should be working from home to limit any opportunistic exposure.

It is very important to understand that the availability of certain essential products and material may not always be available and thus proper planning must be in place to ensure that the activities on site are not interrupted.

Proactive planning must be in place to ensure that the following are ordered and available:

- PPE (cloth face masks, face shields, overalls)
- Hand sanitizers with at least 60% alcohol content
- Disinfectants and cleaning materials

6.13.3 Consequences

When non-compliance activities are noted, that activity will be stopped. Should the remedial actions not take place the site will be shut down till the corrective actions have been implemented.

Employees that do not work according to the SSHSS and SSHSP must be disciplined according to the company's disciplinary codes and practices.

Supervisory employees on site must ensure compliance, and when non-conformances are noted disciplinary actions should also be followed.

PCs should note that they could be fined and even according to the Disaster Management Act, arrested.

6.14 WELFARE FACILITIES

The PC shall adapt arrangements regarding the provision of welfare facilities to be in line with Government guidelines and requirements.

6.14.1 Clean, storage for food and personal belongings

The PC to provide lockable storage for all employees on site, which shall be disinfected daily. Training and awareness to address procedures and the importance of good hygiene practice.

6.14.2 No personal belongings to be kept on site

Apart from extra clean personal clothing no other personal belongings allowed on site accept if kept in locker provided by the PC.

6.14.3 No communal drinking facilities (shared cups etc.)

The PC to provide adequate supplies of bottled water to all employees on site. Empty bottles to be disposed of as normal waste. Training and awareness to address procedures and the importance of good hygiene practice.

6.14.4 Larger meeting areas/ preferably use technology (Skype, Zoom, Microsoft teams):

The PC is to limit the number of employees at all activities to the minimum required to do the work in a safe manner. Where possible meetings must be held in open areas limited to essential personnel. Technological alternatives to be exploited for meeting attendance if possible. Training and awareness to address procedures and the importance of social distancing.

6.14.5 Eating areas

The PC is to limit the number of employees at all activities to the minimum. Stagger lunchbreaks and resting periods for work teams. Training and awareness to address procedures and the importance of good hygiene practice and social distancing.

Workers are required to stay on site once they have entered it and not use local shops.

Dedicated eating areas should be identified on site to reduce food waste and contamination.

- Break times should be staggered to reduce congestion and contact at all times.
- Hand cleaning facilities or hand sanitiser should be available at the entrance of any room where people eat and should be used by workers when entering and leaving the area;
- Workers should be asked to bring pre-prepared meals and refillable drinking bottles from home;
- Social distancing to be applied whilst eating and avoid all contact;
- Where catering is provided on site, it should provide pre-prepared and wrapped food only;
 - Payments should be taken by contactless card wherever possible;
 - Crockery, eating utensils, cups etc. should be disposable if supplied;

- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced;
- Tables should be cleaned and disinfected between each use;
- All rubbish should be put straight in the bin and not left for someone else to clear up;
- All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.

6.15 ADEQUATE RESOURCING OF PROJECTS

The PC will be required to price for the additional H&S related items that have arisen as a result of the Covid-19 pandemic and the regulations promulgated under the Disaster Management Act 2002 (Act No. 57 of 2002), as amended. The Bill of Quantities (BoQ) provided to the PC needs to take into account the requirements that have been identified in the BRA and the SSHSS. Contractors need to be able to price for the requirements and the appropriate BEP to assess the suitability of the items and pricing thereof.

A typical example of a H&S BoQ that would be adapted is included as Annexure B. The BoQ is not exhaustive and is dependent much on the amended BRA as approved by the Employer or his Principal agent. Should risk factors change, amendments will need to be made to the BoQ.

7. CONTRACTUAL CONSIDERATIONS

7.1 GENERAL CONSIDERATIONS

Before considering the provisions of the common construction contracts in detail, the following general recommendations are made:

1. Should payment certificates not have been issued during the period of lockdown, they should be issued as soon as possible after recommencement of works, but no later than the end of May 2020.
2. The lockdown period will give rise to various typical force majeure claims and contractors will be entitled to submit extension of time claims for the period of the lockdown. These will be evaluated by the Principal Agent in accordance with the situation/conditions on site during the lockdown.
3. The Covid-19 epidemic and the continued lockdown regulations may have a further and continued impact to contractors after site re-opening. Those impacts will have to be assessed by the contractors and further claims for resulting delays to the project programmes may need to be considered.
4. Where time limits are applicable to claims and claim notifications, such time period should only be calculated from, at the earliest, the date on which the relevant construction site re-opens.
5. It is recommended that all claims arising from the lockdown be submitted and resolved as soon as possible after recommencement and well before any applicable time limits.
6. Any disputes emerging in regard to claims should be resolved expeditiously in accordance with the provisions in the contract.

7.2 APPLICABLE GENERAL CONDITIONS OF CONTRACT

The following clauses in the General condition of contract are noted which are considered applicable to the Covid-19 Lockdown:

7.2.1 GCC 2015

1. Clause 5.12.1 provides that the contractor is entitled to an extension of time for the completion of the works if “circumstances of any kind whatsoever” will delay the achievement of practical completion of the works.
2. Clause 5.12.2.4 specifically lists “any disruption which is entirely beyond the contractor’s control” as a circumstance entitling the contractor to an extension of time. A contractor will accordingly be entitled to an extension of time for delays caused by the lockdown and other circumstances resulting from Covid-19.
3. In terms of clause 5.12.3, if an extension of time is granted the contractor shall be paid such additional time-related general items as are appropriate.
4. Clause 5.12.4 provides that instead of granting an extension of time, if feasible, the contractor may be requested to accelerate the rate of progress to achieve practical completion and will be paid for the costs of such acceleration.
5. A contractor may also be entitled to a claim for extension of time with adjusted value in terms of clause 5.4.3 if an instruction to commence work was issued to the contractor but the employer was unable to fulfil its obligation to give the contractor access and possession of site due to the limitations imposed during lockdown.

6. However, once the contractor has been given possession of the site, a claim under clause 5.4.3 would not be applicable.
7. Covid-19 may also fall within the definition of “excepted risk” and in particular the reference to “epidemic plague” set out in clause 8.3.1.7.
8. In terms of clause 8.3.2, the contractor is entitled to an extension of time and can recover additional costs where the contractor suffers a delay or loss directly or indirectly caused by an “excepted risk”.
9. Clause 9.1.2 read with clause 9.1.4 provides that the contractor is entitled to claim additional costs, which are not covered by the additional time-related general items, caused by “a state of emergency, riot, commotion politically motivated sabotaged acts of terrorism or disorder” and “any such event beyond the control of the contractor” that materially affects the execution of the works.
10. Clause 9.1.4 requires the contractor to notify the engineer within 14 days of becoming aware of such increase in cost.
11. In terms of clause 6.8.4 the contractor is entitled to any additional costs, which are not covered by the additional time-related general items, if at any time within 28 days before the closing of tender or thereafter, any act, ordinance, regulation or by-law is amended and this results in additional cost to the contractor.
12. In terms of clause 10, the contractor is required to submit its claim for any extension of time or additional payment as follows:
 - (a) the contractor must submit its claim to the engineer in accordance with the specified requirements, within 28 days after the circumstance or event giving rise to such claim; and
 - (b) if the event giving rise to a claim is of an ongoing nature, the contractor is additionally required to deliver updated monthly claims to the engineer and submit its final claim within 28 days after the end of the event or circumstance.
13. The parties may deliver a written notice of dispute to each other and the engineer of any dispute provided that the dispute arises from a rejected claim and it is delivered within 28 days of the event giving rise to the dispute.
14. The dispute shall be referred to adjudication unless an amicable settlement is contemplated. The parties may agree to settle any claim or any dispute amicably with the help of an impartial third party. If the other party rejects amicable settlement in writing or does not respond to the invitation within 14 days or if the amicable settlement is unsuccessful the dispute shall be referred to adjudication.
15. Either party is entitled to disagree with any decision of the Adjudication Board and refer the matter to arbitration or court proceedings, whichever is applicable in terms of the contract provided that a party disputes the adjudicator’s decision not before 28 days or after 56 days from receipt of the decision.

7.2.2 GCC 2010

1. The contract provisions are the same in effect save for clause 8.3.1.7 relating to the excepted risk which is not part of GCC 2010.
2. The contractor may also be entitled to a claim for extension of time with adjusted value and additional costs in terms of clause 5.4.3, 5.10.1 and 5.11.2 as explained above in the GCC 2015 version. These clauses have the identical operation as in the 2015 version.

3. The clause numbering and content of the GCC 2010 dispute resolution process runs parallel to that of the GCC 2015, save that the 2010 version provides that the parties may deliver a written notice of dispute to each other and the engineer of any dispute provided that the dispute arises from an **unresolved claim** (and not a rejected claim as recorded in the 2015 version).

7.2.3 NEC 3

1. Clause 60.1 defines a compensation event as:

“An event which stops the contractor completing the services or stops the contractor completing the services by the date shown on the accepted programme and:

- *which neither party could prevent;*
- *an experienced consultant would have judged at the contract date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it; and*
- *is not one of the other compensation events stated in this contract;*

2. A contractor must notify the project manager of a compensation event in accordance with clause 61.3 which provides that if the contractor has not given notice of the compensation event within eight weeks of becoming aware of the event, it will not be entitled to a change in the prices, the completion date or a key date (unless the project manager should have notified the event to the contractor but did not).
3. If the project manager does not respond to the contractor's notice timeously, it will be deemed to have accepted the existence of a compensation event.
4. If the employer does not respond to the contractor's abovementioned notice, it will be deemed to have accepted the existence of a compensation event.
5. The employer will then instruct the contractor to submit quotations which could impact the contract price and/or completion date.
6. Where the employer decides that the effects of a compensation event are too uncertain to be forecast reasonably, it must state assumptions about the event in its instruction to the contractor to submit quotations. Assessment of the event will then be based on these assumptions. If any of them is later found to have been incorrect, the employer must give notice of a correction.
7. In terms of clause 63, a delay to the completion date is assessed as the length of time that, due to the compensation event, planned completion is later than the planned completion shown on the accepted programme.
8. The NEC3 makes provision for a risk register which is “a register of the risks which are listed in the contract Data and the risks which the project manager or the contractor has notified as an early warning matter. It includes a description of the risk and a description of the actions which are to be taken to avoid or reduce the risk.”
9. It is recommended that Covid-19 and the Disaster Management Regulations and their impact be included in the Risk Register.

10. In terms of clause 16.1 the contractor and the project manager will give an early warning by notifying the other as soon as either becomes aware of any matter which could:
 - increase the total of the prices;
 - delay completion;
 - delay meeting a key date; or
 - impair the performance of the works in use.
11. The contractor may give an early warning by notifying the project manager of any other matter which could increase its total cost.
12. The project manager then enters early warning matters in the risk register. Early warning of a matter for which a compensation event has previously been notified is not required.
13. In terms of clause 16.3, the parties will then hold a risk reduction meeting in order to:
 - make and consider proposals for how the effect of the registered risks can be avoided or reduced;
 - seek solutions that will bring an advantage to those affected;
 - decide on the action to be taken in accordance with the contract; and
 - decide which risks have been avoided or have passed and can be removed from the Risk Register.
14. The NEC3 series of contracts mandate adjudication as a dispute resolution procedure. An adjudicator is appointed by the parties in terms of an NEC Adjudicator's Contract.
15. The adjudication procedure is included either in section 9 of the core clauses or under Option W1 (Dispute Resolution).
16. The contracts provide that a party referring a matter to an adjudicator must do so on notice, and within the time periods specified in the adjudication table. The table refers to four categories of disputes and specifies which party may refer each category to adjudication and the timelines for doing so.
17. Where the adjudicator's decision includes assessment of additional cost or delay caused to the contractor, he makes his assessment in the same way as a compensation event is assessed.
18. The adjudicator's decision is binding unless and until revised by the tribunal (arbitration or litigation as selected by the parties in the contract data), alternatively it is binding if a party does not notify the other party of his intention to refer the matter to the tribunal within 4 weeks of the adjudicator's decision. The adjudicator's decision will be enforceable as a contractual obligation.
19. The dispute may not be referred to the tribunal if the matter has not first been referred to the adjudicator.

ANNEXURE A

BASIC RISK ASSESSMENT

BASELINE RISK ASSESSMENT							LOW	MED	HIGH		
							1	4	12		
							2	6	18		
							3	8	27		
Risk Rating multiplier: Low = 1; Medium = 2; High = 3				PREPARED BY:							
Note: This is a broad overview of the activities expected and available during the design stage of the project. Key issues will be addressed during the construction stage, and may be updated during this time. Consolidation of activities where overlap or applicable throughout the project (plant, material or other common activities). Compliance with all the applicable legislation is required. Penalties for non-compliances will be applied where issues not addressed as per the H&S Specification (as amended).											
REFERENCES/ABBREVIATIONS: OHSA Occupational Health and Safety Act (applies overall); GAR = General Administration Regulations; GSR = General Safety Regulations; HBR = Hazardous Biological Regulations; CR = Construction Regulations; HCSR = Hazardous Chemical Substances Regulations; FR = Facilities Regulations; EIR = Electrical Installation Regulations; DMR = Driven Machinery Regulations; PER = Pressure Equipment Regulations; RTA = Road Traffic Safety Act; SANS = 1200 (unless stated) SANS 10085 = Access Scaffolding; SANS 10083 = Audiometry standards; SANS 1300, 10142, 10400 & 2001 = Building & Electrical Standards; SARTSM = South African Roads and Traffic Signs Manual; PC = Principal Contractor;											
			Baseline design: RAW RISK				Baseline Design: Residual risk				
LEGAL REF	DESIGN ASPECTS PRESENT	DESCRIBE THE METHODS AND ACTIVITIES USUALLY PROVIDED BY THE PC AND CONTRACTOR	LIKELY CONSEQUENCES OF AN ACCIDENT	FREQUENCY OF EXPOSURE	PROBABILITY OF HARM	RISK RATING AND RISK CATEGORY	CATEGORY EXTRA CONTROL MEASURES NECESSARY TO REDUCE RISK/ REDESIGN LIKELY	LIKELY CONSEQUENCES OF AN ACCIDENT	FREQUENCY OF EXPOSURE	PROBABILITY OF HARM	RISK RATING AND RISK CATEGORY

ANNEXURE C

PPE ISSUE REGISTER

LOCATION / SITE NAME: **COMPANY NAME:**

ISSUED BY:

												ENTER NAME AND SURNAME & SIGN BELOW EACH ITEM RECEIVED
Gloves	Hard Hat	Overhaul	Safety Boots	Reflective Vest	Safety Glasses	Dust Mask	Earplugs	Safety Harness	Welding Gloves	Welding Helmet/Glasses	Welding Apron	ENTER NAME AND SURNAME

ANNEXURE D

COVID-19 QUESTIONNAIRE & DECLARATION

Contractor Name: _____

Important : Please note that this is an individual Questionnaire.

Site/Work Area: _____

Employee Name and Surname: _____

Date: _____

Line Manager: _____

Symptomatic Screening Questionnaire	Yes	No
Have you experienced symptoms of flu or had flu in the past two weeks?		
Have you experienced any coughing or breathing abnormalities lately?		
Do you currently have a fever or have you been experiencing symptoms of a fever? (Red eyes, burning sensation)		
In the last 14 days, have you come into contact with any person that has displayed symptoms or tested positive for COVID 19?		
Have you travelled outside the borders of South- Africa lately?		
Have you been tested for COVID 19?		

Personal Commitment

1. I Will further to the above , declare any immediate changes in my health to my line manager
2. I will Adhere to all the guidelines set out by Thermaire & Ampair in the COVID 19 management plan
3. I will maintain good hygiene practices
4. I will maintain social distance from employees at all times
5. I will utilize ppe and sanitizer provided at all times.
6. I will ensure that shared equipment, as far as reasonably practicable , has been sanitized before handover to other employees.

I , _____ Declare that the document is a true statement of my current health and hereby will adhere to all guidelines set out.

Employee Signature _____

Temperature reading If available (Refer to health practioner if above 38 degrees Celsius		
Employee Cleared for entrance (Circle)	Yes	No

Questionnaire reviewed by :	
-----------------------------	--

F.8 PARTICULAR SPECIFICATION – QMS: EMPLOYER’S AGENT’S QUALITY MANAGEMENT SPECIFICATION

CONSTRUCTION QUALITY ASSURANCE PROCEDURES (CQAP)

QMS1. INTRODUCTION

The Employer’s Agent subscribes to a Quality Management System accredited by a number of certification bodies including ISO 9001 (2015).

This document/specification summarises the Quality Control Procedures used by the Employer’s Agent in the Quality Assurance and Control on site works. These procedures are to be used by Employer’s Agent’s Representative Staff (i.e. ER and his assistants) and the Contractor’s staff on the following commonly encountered sites;

- Pipelines
 - UPVC Pipelines
 - Steel Pipelines
- Reservoirs
- Building Works
- Roadworks

The procedures have been developed as “intellectual” property of the Employer’s Agent and may only be used on sites managed by the Employer’s Agent. Any other use is subject to consent/agreement with the Employer’s Agent.

All references to approval by the Employer’s Agents and/or his Representative(s) require that the Contractor (via the Site Agent) initiates the necessary request for approval). In addition the Contractor will be required to maintain a copy of all records as required by this Specification.

The application of the procedures will be agreed as appropriate between the Contractor’s Site Agent and the Employer’s Agent (or his Representative) at the commencement of construction activities,.

It will be deemed that the Contractor has incorporated in his programme and completion period and pricing, the necessary requirements to comply with this Specification fully.

1.1 Elements of Site Quality Assurance

The elements of Site Quality Assurance comprise the following:

- general elements that apply to all sites and
- site specific elements that are specific to sites and may be dependent on the type of construction.

QMS2 GENERAL ELEMENTS APPLICABLE TO ALL SITES

2.1 Construction Quality Control Organization

This section presents the requirements of key site personnel involved on construction sites, i.e. Employer’s Agent’s Representative (ER) staff and Contractor’s staff. The following quality assurance procedures for site quality assurance personnel should be followed:

2.1.1 Employer's Agent's Quality Assurance Personnel

The following ER staff appointments' procedure should be followed to ensure the right superintendence on contracts:

Item	Activity	Remarks	Responsible Party	Approval by
1	Appointment of Employer's Agent for contracts	Stated in contract data	Employer's Agent	Employer
2	Supervision staffing arrangements	Proposed prior to construction work	Employer's Agent	Employer
3	Site staff	Proposal for site personnel including CV's	Employer's Agent	Employer
4	Roles	Delegation of powers by Employer's Agent	Employer's Agent	Employer's Agent

The site staff will comprise the Employer's Agent's Representative (ER) and ER's assistants (Field Officers):

a) Employer's Agent's Representative (ER)

The ER is the primary point of contact for the Employer's Agent on all construction management issues. The ER will monitor and approve each contractor's quality submittal to ensure that the project is meeting the specifications and requirements. The ER will manage the implementation of the CQAP at the project sites with assistance from Field Officers appointed by the Employer's Agent.

b) ER Assistants/Field Officers (FO's)

Field Officers (FOs) are responsible to the ER and support the ER's management of the CQAP. The FOs will monitor the day-to-day activities of the contractor. This includes ensuring that contractors comply with the drawings and specifications, applicable SABS standards, good workmanship, and the CQC requirements. As part of this effort, FOs will:

- conduct independent inspections to verify the quality of the work;
- participate in contractor inspections;
- review test and inspection reports; and
- ensure that the required documentation is submitted.

The FOs will be alert to detect, record, and report any deviation from the contract documents, including calling any deficient item to the attention of the ER and the contractors' Site Agents. The FOs will keep accurate and detailed records of the contractor's performance and progress, delivery of materials, and other pertinent matters, including the daily inspection report.

2.2 Contractor's Quality Assurance Personnel

The contractors are responsible for the quality control of their constructed work product as well as the necessary inspections and tests required to ensure that their work complies with the contract documents.

2.2.1 Contractor's Site Staff

The contractors' Site Agents are the primary point of contact for the Contractors on all construction management issues. The Site Agents must be full-time on site for the contractors. The Site Agents must have full authority to institute any and all actions necessary for the successful implementation of the CQC program to ensure compliance with the drawings and technical specifications.

The following procedures apply with respect to appointment of the contractor's key personnel:

Aspect	Remarks	Approval By	When
Appointment of Site Agent	As per tender for quality based evaluated tenders	Employer's Agent	Prior to commencement of construction
Appointment of Site Forepersons	As per tender for quality based evaluated tenders	Employer's Agent	Prior to commencement of construction

2.3 Site Establishment

The Employer's Agent's Representative shall inspect and approve/disapprove contractor's site establishment using Quality Procedure Form QC 01.

2.4 General

The Site Agent is required to complete the necessary 1-2 page forms requesting for approval of the following General Items. Thereafter the ER must undertake the following general items as appropriate:

1	Confirm "Permission to Occupy" has been received from the relevant authority.
2	"Handover of Site" to Contractor to be confirmed in writing.
3	Inspect and approve Site Establishment (Form QC 01).
4	Setup Site Files/Filing System.
5	Ensure a copy of the Contract Document is retained on Site by the Contractor.
6	Ensure a full set/s of approved drawings is/are retained on Site by the Contractor.
7	Maintain a Drawing Register.
8	Ensure a copy of the latest Contract Program is clearly displayed on Site.
9	Establish Quality Assurance Procedures and carry out inspections as and when required.
10	Issue Site Instructions as and when required.
11	Ensure Safety File, including Dept. of Labour notification, is up to date and on Site and all relevant regulations, including issuing of PPE, are strictly adhered to.
12	Ensure all relevant information is recorded in a daily Site Diary and counter signed.
13	Hold regular Work Meetings with the Contractor.
14	Hold regular Site Meetings with the Client, Professional Team and the Contractor.
15	Maintain a copy of the Environmental Record of Decision on Site

QMS3 SITE SPECIFIC QUALITY ASSURANCE PROCEDURES

Quality assurance inspections and testing will be used to verify the adequacy and effectiveness of the contractor's quality control program. The Employer's Agent's Quality Assurance Personnel detailed above will provide inspection and supervision within the scope of work, which includes monitoring of the following construction activities:

- Manufacture of materials
- Transporting and off-loading and storage of construction materials
- Inspection of construction activities, including:
 - Pipework
 - Steel
 - uPVC
 - Reinforced Concrete Reservoirs
 - Building Works
 - Pump stations (mechanical & electrical installations)
 - Roadworks

The Contractor will be required to formally request for inspection for any activity which he deems to be complete before proceeding to the next stage of the whole operation. Formal requests must be filled in the relevant **QC Form**.

Contractor Deficiency Correction

When material, performed work or installation is found to be deficient and/or does not meet the project specifications, the Employer's Agent's QA personnel will assure deficiency correction is implemented. In addition to results of an inspection being recorded on the relevant **QC Form**, in the event of inspection failure, the Employer's Agent's QA personnel will fill in **Form QC 008 "Failure Report"**, to record the deficiencies. A copy of this report will be handed over to the Contractor's Site Agent. The Contractor will implement corrective actions to remedy work that is not in accordance with the drawings and specifications. The corrective actions will include removal and replacement of deficient work using methods approved by the ER. Removal must be done in a manner that does not disturb work that meets QC/QA criteria; otherwise, the disturbed material must also be removed and replaced. Replacement must be done in accordance with the corresponding technical specifications. Replacement will be subjected to the same scope of QC/QA inspection and testing as the original work. If the replacement work is not in accordance with the drawings and specifications, the replacement work will be removed, replaced, re-inspected and re-tested.

Activities which specifically require approval before the next stage can proceed are as detailed in this section.

3.1 Pipework

The following procedures will be used for pipework quality assurance:

The ER is responsible for ensuring the following quality assurance procedure is followed, **as a minimum**:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Pipeline Trenches (Form QC 002).
3	Inspect & Approve Pipeline Bedding (Form QC 003).
4	Inspect & Approve Pipe Installation – PVC (Form QC 004B).
5	Inspect & Approve Pipeline Pressure Testing (Form QC 006).
6	Inspect & Approve Backfilling to Trenches (Form QC 007).

Copies of the Employer's Agent's forms are available for inspection at the offices of the Employer's Agent.

3.2 Reinforced Concrete Works

The ER is responsible for ensuring the following quality assurance procedure is followed, **as a minimum**:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Excavations (Form QC 008).
3	Inspect & Approve Backfilling to Excavations (Form QC 009).
4	Inspect & Approve Excavations prior to Blinding (Form QC 010).
5	Inspect & Approve Cast Concrete (Form QC 016).
6	Inspect & Approve Structure prior to Concreting (Form QC 015).
7	Inspect & Approve Cast Concrete (Form QC 016).
8	Inspect & Approve Backfilling to Excavations (Form QC 009).

Copies of the Employer's Agent's forms are available for inspection at the offices of The Employer's Agent cc.

3.3 Building Works

The ER is responsible for ensuring the following quality assurance procedure is followed, **as a minimum**:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Excavations (Form QC 008).
3	Inspect & Approve Backfilling to Excavations (Form QC 009).
4	Inspect & Approve Excavations prior to Blinding (Form QC 010).
5	Inspect & Approve Cast Concrete (Form QC 016).
6	Inspect & Approve Foundations prior to Concreting (Form QC 011).
7	Inspect & Approve Cast Concrete (Form QC 016).
8	Inspect & Approve Sub Structure Brickwork (Form QC 012).
9	Inspect & Approve Foundations prior to Surface Bed Concreting (Form QC 013).
10	Inspect & Approve Cast Concrete (Form QC 016).
11	Inspect & Approve Superstructure Brickwork (Form QC 014).
12	Ensure relevant Certificates are received/issued for the roof structure.

Copies of the Employer's Agent's forms are available for inspection at the offices of the Employer's Agent.

3.4 Roadworks

The ER is responsible for ensuring the following quality assurance procedure is followed, **as a minimum**:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Excavations (Form QC 008).
3	Inspect & Approve Backfilling to Excavations (Form QC 009).
4	Inspect & Approve Excavations prior to Blinding (Form QC 010).
5	Inspect & Approve Earthworks (Form QC 017).
6	Inspect & Approve Subgrade Construction (Form QC 018).
7	Inspect & Approve Pavement Layerworks/Subbase (Form QC 019).
8	Inspect & Approve Base Construction (Form QC 020).
9	Inspect & Approve Culvert Construction (Form QC 021).
10	Inspect & Approve Headwalls and Wing Walls (Form QC 022).
11	Inspect & Approve Subsoil Drainage (Form QC 023).
12	Record Site Measurement (Form QC 025)

Copies of the Employer's Agent's forms are available for inspection at the offices of the Employer's Agent.

QMS4 DOCUMENTATION

4.1 Overview

An effective CQA Plan depends largely on recognition of all construction activities that should be monitored and on assigning responsibilities for the monitoring of each activity. This is most effectively accomplished and verified by the documentation of quality assurance activities. The ER will document that quality assurance requirements have been addressed and satisfied. The ER will provide the Employer's Agent with signed descriptive remarks, data sheets, and inspection reports to verify that monitoring activities have been carried out. The ER will also maintain, at the job site, a complete file of Drawings and Technical Specifications, a CQA Plan, test procedures, daily diaries, and other pertinent documents.

4.2 Daily Site Diary

A daily construction site diary will be prepared and signed by each Site Agent and the ER. The diary will include a summary of the contractor's daily construction activities. At a minimum, the daily construction diary will include the following information:

- Date, project name, location, and other identification
- Description of weather conditions, including temperature, cloud cover, and rainfall
- Reports on any meetings held and their results
- Record of visitors to site
- Locations of construction underway during that day
- Equipment and personnel working in each activity, including subcontractors
- Descriptions of work being inspected
- Decisions made regarding approval of units of material or of work, and corrective actions to be taken
- Description of problems or delays and resolution
- Communications with contractor staff

- Construction activities completed and/or in progress
- Signature of the diary preparer

The daily site diary will be routed on a daily basis to the project QC/QA files and will be maintained as part of the permanent project record.

4.3 Control of Quality Records

The ER verifies QA record accuracy and maintains copies of all quality-related documentation. This includes, but may not be limited to:

- Daily construction QA records;
- Inspection reports;
- Non-conformance (Failure) reports;
- Material receiving reports; and
- Monitoring and test data.

These records will be stored in files maintained in the project document control files. All original documents pertaining to QC information will be maintained in the project file located at the site. All records shall be available for inspection and audit, at any time, by the Employer's Agent and/or the Employer or their Agents

C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

A: Offer

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

**TENDER No.: 8/2/RNM0317
CONSTRUCTION OF BAR TO INGWEMABALA PEDESTRIAN BRIDGE**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this apart 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 PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

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

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this 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.

This quote/tender is valid for the period of **240 days**.
These prices quoted are firm and escalation will be stated separately.

HAS A CERTIFIED COPY OF A TAX CERTIFICATE WITH A PIN NUMBER BEEN ATTACHED? YES/NO

I/We certify that the abovementioned information is correct and that we have due knowledge of the requirements of this Bid and have examined the document, Form of Bid, Specifications and requirements. We further agree that this Bid and the acceptance thereof by Council shall constitute a legal binding contract

Dated at _____ on this _____ day of _____

Authorised Signature (Tenderer)

Print Name (Tenderer)

CIDB Registration N°:.....

As Witnesses:

- 1) _____
- 2) _____

For the Ray Nkonyeni Municipality:

SM Mbili
Municipal Manager

As Witnesses:

- 1) _____
- 2) _____

** The Council reserves the right not to accept the lowest or any tender and also reserves the right to accept part of a tender.*

Carry TOTAL forward to Cover Page for Tender Opening purposes only.

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

B: Acceptance

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

The terms of the contract, are contained in

C1	Agreements and contract data, (which includes this agreement)
C2	Pricing data
F.4 - F.8	Scope of work
F.10	Locality Map
F.11	Drawings

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

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

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

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

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organisation):

Address:
.....

Witness:

Signature: **Name:**

Date:

C: 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 agreements and recorded here, shall also be incorporated into the final draft of the Contract.

Subject _____
Details _____

Subject _____
Details _____

Subject _____
Details _____

Subject _____
Details _____

Subject _____
Details _____

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

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

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

.....

Witness :

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

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

.....

Witness :

Signature:

Name:

Date:

D: Confirmation of Receipt

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

The(day) of(month) 20.....(year)
at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

C2 PRICING DATA

PD1 PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Employer's Agenting Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Employer's Agenting Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 The tenderer must complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and invalidate the tender. Items against which **N/A, left blank** or – (dash) is entered are to be considered as incomplete and will also invalidate the tender. Items against which **Nil or zero (0)** is entered are to be considered to be fully priced and the tenderer will provide the items in questions as specified at zero (0) or **Nil** price

Rates are to be inserted in **BLACK ink**. Any amendments must be neatly crossed and initialled. The use of correction ink is **NOT** permitted.

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

A Tenderer is **NOT PERMITTED** to group a number of items together and tender one sum for such group of items. **IF THIS IS DONE IT WILL RENDER THE TENDER INVALID.**

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

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine

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

payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

PD2 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

The Employer reserves the right, during the execution of the works, to adjust the stated Provisional Sum amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

PD3 MATERIALS AND BRAND NAMES

Items that contain materials or products of special make with names of manufacturers are to be taken as samples of what will be required. Subject to the Employer/Employer's Agent approval, the Contractor may, at his discretion, offer similar products of other make if the equivalent quality of the specified materials is obtained.

In this case, the Contractor shall submit a description and/or drawing showing all technical conditions, characteristics, make, type and address of Manufacturer, etc., of the materials offered as alternatives.

Item	Description	Unit	Scheduled Qty	Rate	Amount
1200	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
B12.01	Community Liaison Officer:				
	(a) Remuneration for Community Liaison Office	Months	6	R 5,000.00	R 30,000.00
	(b) Handling cost and profit in respect of sub item on B12.01	%			
B12.01	Civil Engineering Student:				
	(a) Remuneration for Civil Engineering Trainee Student appointed by Employer	Months	6	R 7,000.00	R 42,000.00
	(b) Handling cost and profit in respect of sub item on B12.01	%			
B12.03	Contractor's general obligation in respect of compliance with the Enviromental Management Plan				
	(a) Fixed obligations	L/Sum	1		
	b) Remuneration of Contractor's Enviromental Control Officer	Months	6		
	c)Environmental Monitoring Officer appointed by Engineer	Months	6	R 15,000.00	R 75,000.00
B12.04	Contractor's general obligation in respect of Occupational Health and Safety Act and Construction regulations - Including Covid-19 :				
	(a) Fixed obligations	L/Sum	1		
	(b)Time related obligations	Month	6		
	c) Health and Safety Practitioner appointed by Engineer	Month	6	R 15,000.00	R 75,000.00
	(d) Handling cost and profit in respect of sub item on B12.04	%			
Section 1200: Total carried to Summary					

Item	Description	Unit	Scheduled Qty	Rate	Amount
1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	The contractor's general obligations:				
	a) Fixed obligations	L/Sum	1		
	b) Value-related obligations	L/Sum	1		
	c) Time-related obligations	Months	6		
	(d) Time-related obligations for approval extension of time (due to inclement weather)	Month	2		
B13.02	Relocation and protection of existing services				
	(a) Provisional sum for existing services to be relocated and / or protected during construction				
	(i) Electrical Services	Prov Sum	1	R 50,000.00	R 50,000.00
	(ii) Water Services	Prov Sum	1	R 20,000.00	R 20,000.00
	(b) Handling cost and profit in respect of subitem B13.02(a) i and ii	%	R 70,000.00		
B13.03	Construction of new survey beacons				
	(a) Provisional sum for additional survey required by the Engineer	Prov. Sum	1	R 30 000.00	R 30,000.00
	(b) Handling costs and profit in respect of B12.02 (a)	%	R 30,000.00		
Section 1300: Total carried to Summary					

1400	<u>HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL</u>	Unit	Scheduled Qty	Rate	Amount
B14.01	Office and laboratory accommodation				
	a) Offices (interior floor space only)	m ²	16		
	e) Ablution units	m ²	2		
B14.02	Office and laboratory furniture				
	a) Chairs	No	6		
	d) Desks, complete with drawers and locks	No	2		
B14.08	Services:				
	The provision of water,electricity ,sewerage ,septic tanks,and sewage and rubbish removal,cleaning service,maintenance and maintenance of access repairs, all as specified in Clause 14,04 ,including the construction road ,footpaths etc:				
	(a) Service at office				
	(i) Fixed costs	L/Sum	1.00		
	(ii)Running cost	Month	6		
	(a) Service on site				
	(i) Recruitment processes of Sub-Contractor	L/Sum	1.00		
	(ii)Sub-Contractor Mentorship and Skills Transfer (Mentorship of sub-contractors for duration of contract by Mentors appointed by the Employer)	Month	6	R 25,000.00	R 150,000.00
	Handling Cost with respect to item ii) above	%	1		
	iii) Demolish and removal of existing structures	Prov Sum	1	R 50,000.00	R 50,000.00
	Handling Cost with respect to item iii) above	%	1		
	Section 1400 Total carried to Summary				

	Item	Description	Unit	Scheduled Qty	Rate	Amount
	1500	<u>ACCOMODATION OF TRAFFIC</u>				
	15.14	Provision of /and maintenance of a temporary access bridge For the duration of contract	Prov Sum	1	R 115,000.00	R 115,000.00
	15.15	Handling Cost with respect to item above	%			
	Section 1500: Total carried to Summary					

[illegible]

	Item	Description	Unit	Scheduled Qty	Rate	Amount
RAY NKONYENI MUNICIPALITY NOTICE NO: 110 of 2021 TENDER NO: 8/2/RN/M0317						
	3300	MASS EARTHWORKS				
	B33.01	Cut and borrow to fill, including free-haul up to 0.5 km:				
		(a) Material in compacted layer thicknesses of 200 mm and less:	m³	300		
		(i) Compacted to 90% of modified AASHTO density	m³	300		
	B33.03	Extra over item 33.01 for excavating and breaking down material in:				
		(a) Intermediate excavation	m³	300		
	B33.04	Cut to spoil, including free-haul up to 0,5 km. Material obtained from:				
		(a) Soft excavation	m³	210		
		(b) Intermediate excavation	m³	92		
	B33.07	Removal of unsuitable material (including free-haul of 0.5 km):				
		(a) In layer thicknesses of 200 mm and less:				
		(i) Stable material	m³	100		
	B33.10	Roadbed preparation and the compaction of material:				
		(b) Compaction to 93% of modified AASHTO density	m³	150		
Section 3300: Total carried to Summary						

	Item	Description	Unit	Scheduled Qty	Rate	Amount
	5100	PITCHING, STONework AND PROTECTION AGAINST EROSION (TO BE UNDRETAkEN BY LOCAL SUB-CONTRACTOR UNDER THE SUPERVISION OF MAINCONTRACTOR)				
	B51.01	Stone pitching:				
		a) Grouted stone pitching	m²	250	R 250.00	R 62,500.00
	B51.02	Riprap				
		a) Filter layer				
		i) Crushed Stone (Hand stone)	m³	100	R 750.00	R 75,000.00
		b) Synthetic fiber filter fabric, Kaymat U24 or approved equipment	m²	80	R 500.00	R 40,000.00
	B51.07	Foundation trenches	m³	50	R 250.00	R 12,500.00
	Section 5100: Total carried to Summary					R 190,000.00

5200	GABIONS (TO BE UNDERTAKEN BY LOCAL SUB-CONTRACTOR, UNDER SUPERVISION BY MAIN CONTRACTOR)	Unit	Scheduled Qty	Rate	Amount
B52.01	Foundation trench excavation and backfilling:				
	a) In all other classes of materials	m ³	150	R 100.00	R 15,000.00
B52.02	Surface preparation for bedding the gabions	m ²	75	R 150.00	R 11,250.00
B52.03	Gabions-Complete with hand stones and bracings:				
	a) Galvanized gabion boxes with a nominal wire diameter of 2,7 mm and a 80 mm x 100 mm mesh				
	(i) 1,0 m wide by 1,0 m thick x 1,0 m long	m ³	80	R 1,400.00	R 112,000.00
	(b) Galvanized gabion mattresses with a nominal wire diameter of 2,5 mm and a 80 mm x 100 mm mesh, diaphragm spacing of 1,0m				
	(i) 1,0 m wide by 0,3 m thick x 2,0 m long	m ³	70	R 1,400.00	R 98,000.00
B52.07	Filter fabric:				
	(a) Bidim U14 or similar	m ²	80	R 120.00	R 9,600.00
Section 5200: Total carried to Summary					R 246,850.00

Item	Description	Unit	Scheduled Qty	Rate	Amount
6100	<u>FOUNDATION FOR STRUCTURES</u>				
B61.02	Excavation				
	a) Excavation in soft material situated within the following successive depth ranges:				
	(i) 0m up to 2m	m ³	300		
	(ii) Exceeding 2m and up to 4m	m ³	109		
	(iii) Exceeding 4m and up to 6m	m ³	5		
	b) Extra over sub-item 61.02(a) for excavation in hard material irrespective of depth	m ³	80		
	c) Extra over sub item 61.02(a) for additional excavation required by the engineer after the excavation has been completed	m ³	54		
	d) Extra over sub item 61.02(a) for excavation by hand	m ³	40		
B61.03	Access and Drainage				
	a) Access (Diverting of surface water)	L/Sum	1		
	b) Drainage where no access has been provided	L/Sum	1		
B61.04	Backfill to excavation utilizing:				
	a) Material from the excavation				
	(i) To Abutments	m ³	150		
	(ii) To Columns	m ³	80		
	b) Imported material	m ³	172		
B61.05	Fill within restricted area (extra over to item 33.01)	m ³	60		
SECTION 6100: Total carried forward					
Item	Description	Unit	Scheduled Qty	Rate	Amount

6100	Total brought forward				
B61.06	Overhaul in excess of 1.0km on excavated and imported material for backfill, foundation fill and fill for caissons.	m ³ -km	650		
B61.07	Over break in excavation in hard material	m ²	30		
B61.08	Foundation fill consisting of:				
	(a) Mass Concrete, Class 15/19	m ³	50		
	(b) Rock fill	m ³	50		
B61.09	Establishment on site for drilling of holes for dowels (footings)	Lump Sum	1		
B61.10	Moving to and setting up the equipment at each hole to be drilled	no	68		
B61.11	Drilling of holes of 40mm dia. for Y25 dowels 1500mm deep into bedrock	m	98		
B61.12	Grouting, approved Cementous non-shrink grout	kg	210		
B61.13	Dowel bars				
	(b) High tensile bars				
	(i) 25mm dia. 1.35m length (Cementous grout)	kg	286		
B61.14	Control blasting for foundations, excavation and spoiling of loose rock	m ³	300		
	Section 6100: Total carried to Summary				

[illegible]

[illegible]

Item	Description	Unit	Scheduled Qty	Rate	Amount
6400	<u>CONCRETE FOR STRUCTURES</u>				
B64.01	Cast in situ concrete:				
	a) Class 15/19 in blinding	m³	20		
	b) Class 30/19 in abutments	m³	80		
	c) Class 30/19 in piers	m³	80		
B64.02	Cast 50- 100mm thick concrete members:				
	a) deck slab (Class 25/19 concrete)	m³	10		
B64.03	Transporting and erecting precast members:				
	a) Deck planks (1700 × 1500× 100mm): 25Mpa	No.	25		
Section 6400 Total carried to Summary					

Item	Description	Unit	Scheduled Qty	Rate	Amount
6600	<u>JOINTS, BEARINGS, BOLTS AND DRAINAGE FOR STRUCTURES</u>				
B66.06	Filled Joints:				
	a) 10mm wide movement joints filled with jointex	m ²	16		
B66.16	Steel handrailing's as detailed on the drawings	m	30		
B66.19	Drainage pipes and weep holes:				
	(ii) 50 dia. UPVC weep holes	No.	12		
	Drainage pipes:				
	i) m65 netlon drainage pipes behind abutment	m	6		
	ii) 325mm wide DN netlon drainage strips covered with Kaymat U34 behind abutment	m	28		
B66.21	Synthetic fiber filter fabric				
	ii) Grade 3 geofabric for abutments	m ²	25		
B66.08	Sealing of joints with approved sealant	m	40		
	SECTION 6600: Total carried to Summary				

Item	Description	Unit	Scheduled Qty	Rate	Amount
6700	<u>STRUCTURAL STEELWORK</u>				
67.01	Structural steel:				
	Manufacture, Supply and erect on site Grade 350W structural steel bridge structure and all components comprising Grade 8.8 bolt connections, HDB, bearing plates and bolts, bracings all complete as per drawing	t	10		
67.02	Galvanized chequer plate (700× 1700c 6 mm thick) joint closer including 12 dia. Mild steel anchor bar.	t	1		
	Anchor bolts:				
	(a) M 24 complete with anchor plate nuts and washers as detailed on the drawing	kg	1200		
67.03	Corrosion protection				
	(b) Hot-dip galvanizing:				
	(1) Bridge Structure - Minimum mean thickness of 85 micros, galvanized in accordance with SABS ISO 1461:1999	t	10		
67.04	BONDLOK				
	Provide bondlok sheeting with M12 studs for walkway	m ²	30		
67.05	CLEARVU FENCE				
	Supply and Install ClearVu OR similar over bridge walkway	m ²	60		
	SECTION 6700: Total carried to Summary				

Item	Description	Unit	Scheduled Quantity	Rate	Amount
B71.00	<u>CONCRETE PAVEMENTS</u>				
B71.02	Concrete pavement (100 mm thick) excluding texturing and curing	m ²	180		
B71.03	Extra over item 71,02 for concrete pavement requiring hand placing	m ²	5		
B71.04	Texturing and curing the concrete pavement:				
	b) Curing	m ²	185		
B71.06	Joints:				
	a) Expansion joints complete at 3m centers	m	120		
	(b) Longitudinal hinges				
	(ii) Unsealed hinge joints	m	120		
B71.08	Steel Reinforcement in concrete pavement				
	(c) Welded steel fabric (Ref 193)	m ²	180		
	SECTION 7100: Total carried to Summary				

[illegible]

Item	Description	Unit	Scheduled Quantity	Rate	Amount
D1000	<u>DAYWORKS</u>				
	a) LABOUR				
	i) Unskilled	hr	150		Rate Only
	ii) Skilled	hr	150		Rate Only
	iii) Foreman	hr	150		Rate Only
	(b) PLANT AND EQUIPMENT				
	(i) 6 m3 Tipper Truck	hr	40		Rate Only
	(ii) 10 m3 tip trucks	hr	40		Rate Only
	(iii) 7000L water tanker with 900l/min water pump	hr	40		Rate Only
	(iv) Compressor - with tools and operator	hr	40		Rate Only
	v) TLB excavator (4x4)	hr	40		Rate Only
	Section 1000: Total carried forward to Summary				R 0.00

RAY NKONYENI MUNICIPALITY			
CONTRACT NO: 8/2/RNM0317			
BAR TO INGWEMABALA PEDESTRIAN BRIDGE - WARD 24			
ITEM	SECTION	DESCRIPTION	TENDERED AMOUNT
1	1200	GENERAL REQUIREMENTS AND PROVISIONS	
2	1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
3	1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
4	1500	ACCOMODATION OF TRAFFIC	
5	1700	CLEARING AND GRUBBING	
6	3300	MASS EARTHWORKS	
7	5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION – (BY LOCAL SUB-CONTRACTOR)	R 190,000.00
8	5200	GABIONS – (BY LOCAL SUB-CONTRACTOR)	R 246,000.00
9	6100	FOUNDATIONS AND STRUCTURES	
10	6200	FALSEWORK, FORMWORK AND CONCRETE FINISH	
11	6300	STEEL REINFORCEMENT FOR STRUCTURES	
12	6400	CONCRETE FOR STRUCTURES	
13	6600	JOINTS, BEARING, AND DRAINAGE FOR STRUCTURES	
14	6700	STRUCTURAL STEELWORK	
15	7100	CONCRETE PAVEMENT	
16	8100	TESTING MATERIAL AND WORKMANSHIP	
17	10000	DAY WORKS	R 0.00
18		Sub-Total	
19		Add:10% Contingenies	
20		Sub-Total	
21		Add:15% VAT	
22		TOTAL	

STANDARD FORMS

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

Relevant specifications
Value for money
Capability to execute the contract
PPPFA & associated regulations

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

1. Returnable Schedules required for the tender evaluation process

- | | |
|--|----------------------|
| A. : Tax Pin Number issued by the South African Revenue Services. | <input type="text"/> |
| B. : Company registration documents | <input type="text"/> |
| C. : CSD Registration | <input type="text"/> |
| D. : CIDB registration certificate | <input type="text"/> |
| E. : B-BBBE Status Verification Certificate / Sworn Affidavit | <input type="text"/> |
| F. : JV Agreement | <input type="text"/> |

2. Other documents required only for tender evaluation purposes

- | | |
|--|----------------------|
| G. : Form of intent to provide a performance guarantee | <input type="text"/> |
| H. : Certificate of Attendance at a Tender site meeting | <input type="text"/> |
| I. : Record of Addenda to Tender Documents | <input type="text"/> |
| J. : Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor (Certified copies of Identity Documents in the case of Sole Proprietor) | <input type="text"/> |
| K. : Registration Certificates of entities – Joint Ventures / Close Corporation/ Partnership/ Company/ Sole proprietor | <input type="text"/> |
| L. : Compulsory Enterprise Questionnaire | <input type="text"/> |
| M. : Schedule of the Tenderer's Experience | <input type="text"/> |
| N. : Format of Curriculum Vitae | <input type="text"/> |
| O. : Proposed Amendments, Qualifications and Alternatives | <input type="text"/> |
| P. : Schedule of Subcontractors | <input type="text"/> |
| Q. : Schedule of Plant and Equipment | <input type="text"/> |
| R. : Copy of the 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) | <input type="text"/> |

3. Other documents that will be incorporated into the contract

- | | |
|--|----------------------|
| S. : Execution Programme | <input type="text"/> |
| T. : Contractors's Health and Safety Declaration | <input type="text"/> |
| U. : Contractor's Safety Plan | <input type="text"/> |
| V. : Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003 | <input type="text"/> |

BIDDERS DETAILS

RNM / MBD 1

RAY NKONYENI MUNICIPALITY STANDARD FORM FOR BIDS				
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY				
BID NUMBER:	8/2/RNM0317	CLOSING DATE:	06th October 2021	CLOSING TIME: 12H00
DESCRIPTION	CONSTRUCTION OF BAR TO INGWEMABALA PEDESTRIAN BRIDGE IN WARD 24			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 10 Connor Street, Port Shepstone, 4240				
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	SUPPLYCHAIN MANAGEMENT	DEPARTMENT	TECHNICAL SERVICES
CONTACT PERSON	BONGANI MFENQA	CONTACT PERSON	UNATHI NGCOBO
TELEPHONE NUMBER	039 312 8304	TELEPHONE NUMBER	039 688 2197
E-MAIL ADDRESS	bongani.mfenqa@rnm.gov.za	E-MAIL ADDRESS	unathi.ngcobo@rnm.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER; 1.5. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID; 1.6. ONLY A CONSOLIDATED B-BBEE CERTIFICATE, ISSUED BY A SANAS APPROVED VERIFICATION AGENCY, WILL BE ACCEPTABLE FOR THE CLAIMING OF PREFERENCE POINTS WHERE BIDDERS SUBMITTED THEIR BID AS A JOINT VENTURE / CONSORTIUM; 1.7. A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID 1.8. THE BIDDER OR A COMPETENT AUTHORISED REPRESENTATIVE OF THE CONTRACTOR WHO SUBMITTED THE BID HAS ATTENDED THE COMPULSORY CLARIFICATION MEETING OR SITE INSPECTION;
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:

F.9 EVALUATION OF TENDER OFFERS

F.9.1 The procedure for evaluation of responsive Tender Offers will be **Method 4: (Financial Offer, preferences and quality (functionality))** with the 80/20 Preference Point System. Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data. The total score awarded will be the addition of the two scores for price and preference.

Method 4: Financial Offer, Quality and Preferences

(a) Quality

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_Q / M_S$$

where:

W_2 is the percentage score given to quality and equals **100**

S_o is the score for quality allocated to the submission under consideration

M_s is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- I. A maximum of **30 points** will be awarded for demonstrated company experience with respect to undertaking construction of Roads and Stormwater projects.
- II. A maximum of **10 points** will be awarded for proved ownership of construction plant and equipment.
- III. A maximum of **20 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent.
- IV. A maximum of **20 points** will be awarded for qualifications and demonstrated experience of the proposed Site Foreman.
- V. A maximum of **20 points** will be awarded for a Project Method Statement that meets all requirements.

Score quality, rejecting all tender offers that fail to score the minimum number of **60%** of points for quality stated in the tender data. Point system for functionality will be as per the table below:

Key aspect of criterion	Evaluation criterion	Score	Max Points	Verification method
The company has successfully completed other projects of similar nature in past five years	5 or more Projects in pedestrian bridge structures	30	30	Attached Appointment letters and Completion Certificates of same projects
	4 Projects in pedestrian bridge structures	24		
	3 Projects in pedestrian bridge structures	18		
	2 Projects in pedestrian bridge structures	12		
	1 Project in pedestrian bridge structures	6		
	0 or non related projects in pedestrian bridge structures	0		
Ownership of construction plant and equipment i.e Tipper Trucks, Water tankers, Graders, Rollers etc	TLB	5	10	(Maximum 10 Points) Attached FAR (Finance Asset Register) and or Natis Documents. NB: Hired plant will not be awarded points
	TIPPER TRUCK (10M ³)	5		

Site Agent personnel with at least a minimum qualification of a National Diploma (NQF6) or equivalent in Civil Engineering or built environment	NQF level 6 (National Diploma) or Higher with 10 years or more experience in construction of similar Projects (pedestrian bridge structures and storm water projects)	20	20	Attached CV With Certified Copy of Qualification with traceable reference. Qualifications obtained from outside South Africa to be accompanied by SAQA certification.
	NQF level 6 (National Diploma) or Higher with 5 to 9 years' experience in construction of similar Projects (pedestrian bridge structures, storm water projects)	10		
	NQF level 6 (National Diploma) or Higher with 4 or less experience in construction of similar Projects (pedestrian bridge structures storm water projects)	5		
	No response	0		
Site Foreman personnel with at least a minimum experience in Civil Project	10 years or more experience in construction of similar projects. (pedestrian bridge structures and storm water projects)	20	20	Attached CV With Certified traceable References.
	5-9 years' experience in construction of similar projects. (Pedestrian bridge structures and storm water projects)	10		
	1-4 years' experience in construction of similar projects. (pedestrian bridge structures and storm water projects)	5		
	No response	0		
Project Method Statement: It must include the following sub- headings:	Project Approach Method	4	20	Construction Method-ology Programme Work
	Time Frames	4		

- Project Approach Method - Time Frames - Activities - Construction Administration and Activities - Quality Management	Activities	4		Quality Plan
	Construction Administration and Activities	4		Health and Safety Plan
	Quality Management	4		Traffic accommodation Plan
	No response	0		

(b) Financial Offer

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

where:

W1 = **80** for financial values up to R 50,000,000.00 (inclusive of VAT) of all responsive tenders received, and **90** for financial values over R 50,000,000.00;

P_m = the value of the comparative offer of the most favourable tender;

P = the value of the comparative offer under consideration

The Ray Nkonyeni Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint venture with emerging contractors.

In the application of the 90/10 preference point system, if all bids received are below R 50,000,000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R 50,000,000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.

(c) Preferences

Up to **20** points (for financial values up to R 50,000,000.00) or **10** points (for financial values over R 50,000,000.00) will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

(d) Preferences

The Ray Nkonyeni Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint venture with emerging contractors.

Scoring of points for B-BBEE status level Contributor

Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

F.9.2 Acceptance of Tender Offer

F9.2.1

Tender Offers will only be accepted on condition that:

- (a) The tender offer is signed by a person authorized to sign on behalf of the Tenderer;
- (b) A valid Certified copy of a tax certificate with a pin number, or a photocopy of the original certificate, certified by a commissioner of oaths, is included with his tender;
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (e) The Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act in a appropriate contract grading designation;

F9.3 Copies of Contract

The number of paper copies of the signed contract to be provided by Ray Nkonyeni Municipality is **ONE**.

C3.2: CONTRACT DATA

C3.2.1: CONDITIONS OF CONTRACT

TABLE OF CONTENTS	PAGE NO.
C3.2.1.1 GENERAL CONDITIONS OF CONTRACT	C8
C3.2.1.2 SPECIAL CONDITIONS OF CONTRACT	C8
C3.2.1.2.1 GENERAL	C8
C3.2.1.2.2 AMENDMENTS TO THE GCC 2015.....	C8

C3.2.1 CONDITIONS OF CONTRACT

C3.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works, Third Edition, 2015", issued by the South African Institution of Civil Engineer's Agenting (abbreviated title: "GCC 2015").

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C3.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C3.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C3.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 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 subclause 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.

C3.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The following are variations to the General Conditions of Contract for Construction Works, Second Edition(2015)

Ref. Clause

SCC1.	Definitions, Interpretations and General Provisions
SCC1.1.1.1	Re-word the sub-clause as follows: "Agreed" means agreed by the Employer, or the Employer's Agent acting on behalf of the Employer and the Contractor.
SCC1.2	Delivery of Notices Add the following to the sub-clause:
SCC1.2.3	Sent by facsimile or e-mail or any like communication
SCC1.2.4	Posted to the addressee and delivered by the Postal Authorities
SCC1.2.5	Delivered by a courier

Ref. Clause

SCC4.6 Copyright

Delete the second paragraph in its entirety.(4.6.2)

SCC4.7 Fossils, etc

Add the words “or traditional importance (such as burial sites)” between the words “interest” and “discovered” in the second line

SCC7.6.3. Removal of Improper Work and Materials

Add new sub-clause 7.6.3.3

Where the Employer’s Agent considers that either or both sub-clauses above apply to an event of a serious nature, he shall have the right to involve the Employer in the matter, In which case he will arrange a joint meeting between the Employer, the Employer’s Agent and the Contractor before giving any instructions to the Contractor”

SCC4.4 Subcontracting

Add new sub-clause 4.4.7

The Contractor shall be required to subcontract at least **10%** of the of Works, in rand value of the Project, to local subcontractors from **Ray Nkonyeni Municipality** Jurisdiction. Failure to find suitable subcontractors in this region will lead to recruiting from the required subcontractors from the Ugu District Jurisdiction.

Unless approved by a written order by the Accounting Officer, all contracts above R2.5 million, shall be subject to subcontracting to advance designated groups as set out below;

- | | |
|---|-----|
| a) For contracts with a contract value of between R2 million up to 5million | 10% |
| b) For contracts with a contract value above R 5million and below R 8million | 20% |
| c) For contracts with a contract value above R 8million and below R15 million | 20% |
| d) For contracts with a contract value above 15million | 30% |

Further be advised that the applicable labour rate for local labour are as follows

	Rate/Hour	Rate/ Day
UNSKILLED WORKER	24.50	196.00
SKILLED WORKER	32.81	262.48
CLO	33.80	270.04

Add new sub-clause 4.4.8

The Contractor shall be required to fill in all posts for unskilled labourers, from the Ray Nkonyeni and Ugu District Jurisdiction respectively.

Add new sub-clause 4.4.9

The Contractor shall enforce clause 4.4.8 on all his subcontractors and be liable for compliance.

Add new sub-clause 4.4.10

Notwithstanding Clause 4.4.7, the Contractor shall request a list of subcontractors from the Ray Nkonyeni Municipality and Ugu District Municipality Data Base for selection and identifying suitable subcontractors. All subcontractors including the local unregistered subcontractors should be assessed by the Contractor for suitability for the Works, as the Contractor shall remain liable for the same.

Add new sub-clause 4.4.11

Facilitation of all the above clauses must be done in liaison with the Employer's Agent and relevant Social Facilitation Structures put in place.

C3.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

"Referring to the "CONTRACT PRICE ADJUSTMENT SCHEDULE" on page 93 of the GCC 2015, delete the four consecutive paragraphs describing the symbols "L", "P", "M" and "F" respectively, and replace them with the following:

"L" is the "Labour Index" and shall be the Consumer Price Index for the province and applicable area as stated in the Contract Data as published in Table 14 of the "Additional tables" of the Statistical release P0141 of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for "Civil Employer's Agenting plant" as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for the "Building and construction - Civil Employer's Agenting" industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for "Diesel fuel - Coast and Witwatersrand" as published in Table 4 of the Statistical release P0151 of Statistics South Africa."

C4.2.2: CONTRACT DATA (Applicable to this contract)**PART A: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER										
1.	GENERAL										
Clause 1.1.1.13:	The Defects Liability Period is 12 months .										
Clause 1.1.1.14:	The time for Completing the Contract is 6 Months from the Commencement Date, including non-working days and special non-working days.										
Clause 1.1.1.26:	Pricing Strategy: The Contract is to be a Re-measurement Contract.										
Clause 1.1.1.15:	Name of Employer: Ray Nkonyeni Municipality										
Clause 1.1.1.16:	Name of Employer's Agent: Mafahleni Engineers & Project Managers										
Clause 1.2.1.2:	Address of Employer's Agent: <table> <tr> <td>Physical</td><td>Postal</td></tr> <tr> <td>No.3 Umdoni Road</td><td>P.O Box 50079</td></tr> <tr> <td>Oslo Beach</td><td>Oslo Beach</td></tr> <tr> <td>Port Shepstone</td><td>Port Shepstone</td></tr> <tr> <td>4240</td><td>4240</td></tr> </table> Email : makhosim@mafahleni.co.za Telephone: 039 684 0028 Fax No.: 039 684 0078	Physical	Postal	No.3 Umdoni Road	P.O Box 50079	Oslo Beach	Oslo Beach	Port Shepstone	Port Shepstone	4240	4240
Physical	Postal										
No.3 Umdoni Road	P.O Box 50079										
Oslo Beach	Oslo Beach										
Port Shepstone	Port Shepstone										
4240	4240										
3.	EMPLOYER'S AGENT										
Clause 3.1.3:	The Employer's Agent is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.										

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
5.	TIME AND RELATED MATTERS
Clause 5.3.1:	The Contractor shall commence executing the Works within 28 days of the Commencement Date. The documents required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2010 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications in the project specifications) • Cash Flow in correlation with programme • Environmental Management Plan • Proof of current vendor license with RAY NKONYENI Municipality
Clause 5.3.2:	The abovementioned documentation required before commencement with Works execution is to be submitted within <u>14 days</u> of the Commencement Date.
Clause 5.8.1	The non-working days are Sundays. The special non-working days are the construction industry year end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
Clause 5.13.1:	The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25000,00 per day).
Clause 5.16.3:	The latent defects period is 10 years.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
6.	PAYMENT AND RELATED MATTERS
Clause 6.2.1:	The security to be provided by the Contractor shall be: 10% of the Accepted Contract Price.
Clause 6.5.1.2.3:	The percentage allowance to cover overhead charges is 15%.
Clause 6.8.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule
Clause 6.8.3:	Price adjustments for variations in the costs of special materials are not allowed.
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10%. A Retention Money Guarantee is not permitted.
8.	RISKS AND RELATED MATTERS
Clause 8.6.1.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> .
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>nil</u> .
Clause 8.6.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R5 000 000,00 (five million rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
10.	CLAIMS AND DISPUTES
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.

No contract will be awarded to a person who has failed to submit an Certified copy of a tax certificate with a pin number from the South African Revenue Service ("SARS") certifying that the taxes of that person to be in order or that suitable arrangement have been made with SARS.

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

- **Company registration documents.**
- **ID documents of directors/owners/members/shareholders.**
- **Certified copy of a tax certificate with a pin number**
- **Past experience (1) & (2)**
- **Declarations.**
- **Joint Venture agreement**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

RNM CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*)

..... was represented by the person(s) named below at the non-compulsory virtual clarification meeting held for all tenderers at the offices of Department of Technical Services, No1 Protea Road Marburg, on **Friday, 28 August 2019**.

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

Particulars of person attending the meeting:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

<u>NON-COMPULSARY</u> <u>CLARIFICATION MEETING</u>
Municipal Stamp

Certificate of Authority To Sign Tender

RAY NKONYENI MUNICIPALITY

NOTICE No.: 110 of 2021
TENDER No.: 8/2/RNM0317

CONSTRUCTION OF BAR TO INGWEMABALA PEDESTRIAN BRIDGE

Signatories for firms must establish their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the ⁽¹⁾Directors/Partners/Members to this form, or by the completion of this form.

RESOLUTION

By resolution of the ⁽¹⁾Board of Directors / Partners / Members passed at a meeting held on

.....(date), at(place)

.....(name of signatory)

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for;

Contract 8/2/RNM0317 and any contract which may arise therefrom on behalf of :-

.....
(Name Of Tenderer In Block Capitals)

SIGNED ON BEHALF OF THE FIRM :-

(1)..... (Director/Partner/Member)

(2)..... (Director/Partner/Member)

(3)..... (Director/Partner/Member)

(4)..... (Director/Partner/Member)

SIGNATURE OF AUTHORISED SIGNATORY :-

SIGNATURE
(On behalf of TENDERER)

DATE:

Tenderers are to note that failure to comply with this requirement will render their tender invalid.

RNM / MBD 2 TAX CLEARANCE REQUIREMENTS

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

In order to meet the requirements bidders are required to complete in full the attached TCC1 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax clearance Certificate that will be valid for a period of 1 (one) year from date of approval / issue.

The Certified copy of a tax certificate with a pin number **must** be submitted together with the bid.

In the bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

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

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

Schedule of Work Carried out by the Tenderer

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract. The tenderer's relevant experience must be supported by appointment letters and completion certificates for at least (3) projects. Failure to submit both appointment letters and completion certificates will result into tenderer scoring zero (0)

EMPLOYER (Name, Tel No and Fax No)	CONSULTING ENGINEER (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

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

Details of Key Personnel

Tenderers shall provide details of the Site Agent(s) and General Foreman's experience in work of a similar nature to that for which their tender is submitted.

Failure to complete this schedule may result in the tender not being considered.

(a) Site Agent

SITE AGENT	NAME:			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

(b) Foreman

GENERAL FOREMAN	NAME:			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

DATE:

SIGNATURE OF TENDERER :.....

Tenderers are to attach (to this page) certified copies of the relevant NQF Qualifications for the following personnel:

- ***Site Agent***
- ***Foreperson***

Registration with CIDB

Contractor is to attach a copy(ies) of Contractor's Certificate of Registration with CIDB or alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or JV Member	CIDB registration No.	Category and class of registration, eg 1 CE

My/Our failure to submit the certificate(s) or furnish the required details, with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

Record of Addenda to Tender Documents

We confirm that the following communications received from the Engineer 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:

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

DATE:

BBBEE COMPLIANCE CERTIFICATE

Tenderers are required to attach an original or certified copy of their BBBEE compliance certificate on this page or in the case of a joint venture, a joint certificate for the individual firms making up the joint venture, should they wish to claim for scores for BBBEE Compliance.

Company Registration Documents

Tenderers are to attach certified copies of company registration documents (eg CK Documents) to this page.

Identity Documents of Shareholders/Directors/Members

Tenderers are to attach certified copies of ID Documents of Members/Directors to this page

RNM/ MBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

RNM/ MBD 3.2 PRICE ADJUSTMENTS**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. As per GCC 2015 Clause 6.8.2 and detailed on page 92 of the GCC

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

RNM / MBD 4 DECLARATION OF INTEREST

(Please circle the applicable answer)

1. No bid will be accepted from persons in the service of the state*. 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.

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

Full Name

Identity Number:

Company Registration Number:

Tax Reference Number:.....

VAT Registration Number:

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

If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

* SCM 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.

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**

If so, furnish particulars.

.....
.....

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**

If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

CERTIFICATION

I, _____ THE UNDERSIGNED CERTIFY THAT THE
INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

RNM /MBD 5.1 CONTRACT FORM – PAST EXPERIENCE

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE OF BIDDER

RNM /MBD 5.2**CONTRACT FORM – PAST EXPERIENCE WITH RAY NKONYENI MUNICIPALITY**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN WITH RNM

PROJECT NAME	VALUE OF WORK	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

DATE

SIGNATURE OF BIDDER

RNM/ MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

GENERAL CONDITIONS

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

- the 80/20 system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for acquisition of goods or services with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

POINTS

1.3.1.1 PRICE

.....

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

Total points for Price and B-BBEE must not exceed

100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- The bidders shall make provision to subcontract at least 30% of the Works, in rand value of the Project, to local subcontractors from Ray Nkonyeni Municipality and or Ugu District Municipality Jurisdiction.

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)

DATE:

ADDRESS

.....

.....

RNM/MBD 6.2

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, 2017 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, 2017 (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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 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>
- Gabions	100%
- Steel Sheets and plates	100%
- Bolts, nuts,	100%
- Reinforcement Steel	100%

**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:

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. 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: (Ray Nkonyeni Municipality):

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/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (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 Ray Nkonyeni Municipality 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 Ray Nkonyeni Municipality 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 (PPPFA), 2000 (Act No. 5 of 2000). SIGNATURE: _____ WITNESS No. 1 _____ WITNESS No. 2 _____ DATE: _____ DATE: _____ DATE: _____	

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.
------	------------

(C2) Tender description:

(C3) Designated product(s)

(C4) **Tender Authority:**

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content %

Pula

EU

GBP

Note: VAT to be excluded from all calculations

[illegible]

(C20) Total tender value	R 0
--------------------------	-----

Signature of tenderer from Annex B

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	
---	--

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Tender No.												Note: VAT to be excluded from all calculations
Tender description:												
Designated Products:												
Tender Authority:												
Tendering Entity name:												
Tender Exchange Rate:	Pula			EU	R 9.00			GBP	R 12.00			

A. Exempted imported content

A. Exempted imported content					Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)		(D17)	(D18)
											(D19) Total exempt imported value R 0	

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with
Annex C - C 21**

B. Imported directly by the Tenderer

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

C. Imported by a 3rd party and supplied to the Tenderer

[illegible]

(D45) Total imported value by 3rd party	R 0
---	-----

D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments									Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange								Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)								(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

[illegible]

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

Date:

**This total must correspond with
Annex C - C 23**

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

RNM/MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

Item	Question	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:		
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

RNM/MBD 9 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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.

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

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

LOCALITY PLAN



Figure 1-BAR TO INGWEMABALA PEDESTRAIN BRIDGE

The project is located in the village of Bhethani which is about 7 km West of Shelly Beach along Izotsha road through P55 road. The identified site for the proposed Pedestrian bridge is situated next to Bhethani Sports Field, which is adjacent to the P55 Road in Bar area.

Construction of Bar To Ingwemabala Pedestrian Bridge Ugu district Ray Nkonyeni Local Municipality coordinates are as follows;

Latitude :30°46'17 78"S

Longitude: 30°22'1.46"E

DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document. The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the contract, the Employer's Agent shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Employer's Agent may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately are listed in the Book of Drawings. Drawings issued as part of this volume are listed hereafter.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

LIST OF DRAWINGS

DRAWING DETAILS		TITLE
Element of Contract	Drawing N°.	Description
Tender Drawing	RNM 2019-001-STR-GA-01-T-0	Locality Plan
Tender Drawing	RNM 2019-001-STR-DET-01-T-01	Pedestrian Bridge Layout Plan
Tender Drawing	RNM-2019-001-STR-DET-02-T-01	Reinforcement Layout Plan
Tender Drawing	RNM-2019-001-STR-GA-02-T-01	Site Layout