



WESTERN TVET COLLEGE

Corporate Office Park
42 Johnson Street
Hectorton
Randfontein
011 692 4004 ext. 1013

TENDER CONTRACT NUMBER: TGPWCRANDFC

CIDB GRADING 4 GB or 4 CE and higher

Bid Validity: 90 days

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF COVERED WALKWAYS AND
STORM-WATER CONTROL SYSTEM AT WESTERN TVET COLLEGE RANDFONTEIN CAMPUS IN
RANDFONTEIN, GAUTENG**

NAME OF BIDDER:	
CIDB GRADING:	
TOTAL TENDER PRICE (INCL. VAT)	R
TAX NUMBER:	
CSD REGISTRATION NUMBER:	
SARS PIN:	
ADVERT DATE:	14 MAY 2021
NON-COMPULSORY BRIEFING:	25 MAY 2021
CLOSING DATE:	04 JUNE 2021
CLOSING TIME:	11H00
TENDER BOX ADDRESS:	WESTCOL TVET COLLEGE CORPORATE OFFICE PARK 42 JOHNSON STREET HECTORTON RANDFONTEIN

- All forms must be completed and signed in the original, that is in ink.
- Forms with photocopied signatures or other such reproduction of signatures will be rejected.
- Bids by telegram facsimile or other similar apparatus will not be acceptable for consideration.

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**PART 1 - A
SBD1
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN TVET COLLEGE					
BID NUMBER:	TGPWCKRANDFC	CLOSING DATE	04/06/2021	TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF COVERED WALKWAYS AND STORM-WATER CONTROL SYSTEM AT WESTCOL RANDFONTEIN CAMPUS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 42 JOHNSON STREET, HECTORTON, RANDFONTEIN, GAUTENG					
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:		
CONTACT PERSON	MR. C VAN BILJON		CONTACT PERSON	MS. THOBILE NHLANGOTHI	
TELEPHONE NUMBER	011 692 4004 EXT. 1013		TELEPHONE NUMBER	011 692 4004 EXT. 1052	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	cvanbiljon@westcol.co.za		E-MAIL ADDRESS	tnhlangothi@westcol.co.za	

PART 1 - B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 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?

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PART 2

CONDITIONS OF BID: WESTCOL conditions provided in this document will be applicable; no bidders' conditions will be considered/accepted.

1. BACKGROUND

Western TVET College is an institution of higher education and training. It is based in the West Rand District Municipality, in Gauteng.

2. OFFER AND SPECIAL CONDITIONS

- Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (SBD1) and requisite bid forms attached as (Part 5) with its bid. Bidders must take careful note of the special conditions.
- All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required (failure to submit complete document will lead to disqualification).
- In the event that any form or certificate provided in Part 5 of this document to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- Bids must be delivered to:
**42 Johnson Street,
Hectorton,
Randfontein.**

Submit to the bid box on or before the closing date of 04 June 2021 at 11h00.

Note: Late submissions will be disqualified.

4. ENQUIRIES

WESTCOL will respond via WESTCOL website on 01 June 2021 to requests for clarifications that are received by WESTCOL, by e-mail to its representative whose name and e-mail address appears in the Bid Data, up to 11h00 on 28 May 2021.

Westcol representative: Ms Thobile Nhlangothi. Email: tnhlangothi@westcol.co.za

5. DECLARATION OF INTEREST

The bidder should submit a duly completed and signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as an Annexure on PART 5 of this document.

6. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (SBD 8) is attached as an Annexure on PART 5 of this document.

7. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PPR OF 2017.

The bidder must complete the preferential points claim form (SBD 6) and sign accordingly to submit with the bid. The preferential points claim form is attached as an Annexure on PART 5 of this document

8. CERTIFICATE OF INDEPENDENT BID DETERMINATION

The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (SBD 9) is attached as an Annexure on PART 5 of this document.

9. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

10. OBTAINING BID DOCUMENTS

A non-refundable bid deposit of R 500.00 that is payable in EFT or bank deposit and produce proof of payment on collection of bid documents. Only printed copies collected from WESTCOL will be sold at a non- refundable amount of R 500.00. Proof thereof must be submitted upon collection of the documents. Electronically issued bid documents are free of charge.

Westcol Banking Details:

Bank:	ABSA
ABSA Branch code:	632005
Account no:	405 560 3421
Reference No:	Please use your company name

Bid documents may be collected on working days between 08:30 and 15:30 (Monday – Thursday) and between 08:30 and 13:30 (Friday). The document will also be available on www.westcol.co.za from the 14 May 2021.

11. CONSORTIUM / JOINT VENTURE

- It is recognised that bidders may wish to form consortia to provide the Services.
- A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
 - It shall be signed so as to be legally binding on all consortium members;
 - One of the members shall be nominated by the others as authorised to be the lead member and this authorisation shall be included in the agreement entered into between the consortium members;
 - The lead member shall be the only authorised party to make legal statements, communicate with the WESTCOL and receive instructions for and on behalf of any and all the members of the consortium. A copy of the agreement entered into by the consortium members shall be submitted with the bid.
 - The lead member must comply with all the requirements of the bid.
 - Preference points will be only awarded when a consolidated B-BBEE Certificate is submitted.

12. NO RIGHTS OR CLAIMS

- Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the WESTCOL. The WESTCOL reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- The WESTCOL nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

13. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

- The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a “need to know” basis with the approval of the WESTCOL.
- In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

14. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of (90) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

15. ACCEPTANCE OF BIDS

WESTCOL does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the institution.

16. ACCURACY OF INFORMATION

- The information contained in the invitation to bid has been prepared in good faith. The WESTCOL nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

17. COMPETITION

- Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation, they are encouraged to discuss their position with the competition authorities before submitting a response.
- Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

18. RESERVATION OF RIGHTS

- Without limitation to any other rights of the WESTCOL (whether otherwise reserved in this invitation to bid or under law), the WESTCOL expressly reserves the right to: -
 - Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
 - Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
 - Reject all responses submitted by bidders and to embark on a new bid process;
 - The institution may request the shortlisted bidders to present their proposals to the Bid Committee;
 - To verify information provided for references to claim points; and
 - To disqualify any tender/bidder who misrepresented information to claim points.

19. LATE BIDS

- Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).
- All dates and times in this bid are South African standard time. Any time or date in this bid is subject to change at WESTCOL's discretion. The establishment of a time or date in this bid does not create an obligation on the part of WESTCOL to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established.
- The bidder accepts that, if WESTCOL extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

20. AWARDING OF BID

- The bid will be awarded to the bidder who scored the highest total number of points as prescribed in the PPPFA, SCM Policy, 2017 and Preferential Procurement Regulations of 2017.
- In exceptional cases the bid may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. Reasons for such decision must be approved and recorded for audit purposes and must be justifiable in the court of law (as prescribed on the Preferential Procurement Regulations 2017).

21. RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

- The proposals must be submitted in the prescribed format. Standard bidding documents attached with terms of reference should be filled in (not re-typed).
- The bidder(s) are required to submit one (1) hard copy.
- Cover Page: (the cover page must clearly indicate the bid reference number, description and the service provider name).
- The documents below must be completed and submitted with the bid (Failure to comply with this requirement will result in your bid being disqualified).

22. PRESENTATION / DEMONSTRATION

WESTCOL reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

23. REPORTING

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the agency the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

24. TIMEFRAME

The project commences upon date of signing of the Service Level Agreement (SLA) between WESTCOL and the service provider for a period of twelve (12) months from date of commencement.

25. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

26. BRIEFING SESSION

A non-compulsory briefing session will be held on 25 May 2021 at 11h00. The briefing session will be held at Westcol Randfontein campus (project site).

9 Kiewiet Street
Helikon Park
Randfontein
1759

The approximate co-ordinates for the site are as follow:

S 26° 11' 11.43"
E 27° 40' 38.36"

27. DUE DILIGENCE

WESTCOL reserves the right to conduct due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

PART 3

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

The Western TVET College Supply Chain Management Policy as well as the following conditions shall apply:

- Canvassing of WESTCOL staff will automatically disqualify any tender.
- The tender must be bound and include own documents and all SCM documents and the tender advertisement.
- A Tax Compliance Status (TCS) Pin to be provided on cover page or the tender will not be considered.
- Central Supplier Database (CSD) registration number to be provided on cover page. On appointment, the bidders CSD and CIDB registration must be valid.
- CIDB (CRS) registration number to be provided on cover page.
- No faxed documents will be accepted. It is the responsibility of the Bidder to ensure that tenders are placed in the Tender Box before the advertised closing date and time.
- An original B-BBEE Verification Certificate or certified copy must be submitted with the bid.
- The successful Bidder will be requested in certain circumstances to enter into a Service Level Agreement.
- Bids which are late, incomplete and unsigned will not be accepted.
- Bids to be completed in black ink.
- WESTCOL reserves the right to request minor documents from responsive bidders which will not have an impact on the final award of the tender.
- WESTCOL reserves the right to withdraw this tender at any time, without prior notice and without liability to compensate and/or reimburse any party.

PRE – QUALIFICATION REQUIREMENTS

Failure to comply with the below mentioned pre-qualification instructions will lead to disqualification

For compliance purposes, kindly return and sign all (where necessary) the **mandatory documents** below.

No.	Item/description	Yes/No
1.	Sworn statement (available under annexure A).	
2.	Invitation to Bid (SBD 1).	
3.	Tax Clearance Certificate and / Valid Tax clearance certificate (SARS PIN) (SBD 2).	
4.	Declaration of Interest (SBD 4).	
5.	Preference Points Claim Forms completed and signed – SBD 6.1	
6.	Past Supply Chain Practices (SBD 8).	
7.	Certificate of Independent Bid Declaration (SBD 9).	
8.	Active registration with CIDB Grade 4 GB or 4 CE and higher. Potentially emerging contractors are encouraged to submit.	
9.	Active registration with NHBRC would be an added benefit.	
10.	Authority to sign a bid.	
11.	General Condition of Contracts (all pages initialled).	
12.	Terms of references (all pages initialled).	
13.	Certified copy of BEE Certificate or affidavit (A bid will not be disqualified from the bidding process if not BEE compliant).	
14.	JV or Consortium Agreement where applicable must be attached.	
15.	Proof of residence	
16.	The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration. NB:CSD to be printed during advert period	

PART 4

TERMS OF REFERENCE- APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF COVERED WALKWAYS AND STORM-WATER CONTROL SYSTEM AT WESTERN COLLEGE RANDFONTEIN CAMPUS IN RANDFONTEIN, GAUTENG.

1. EXTENT OF WORK

The work to be carried out under this Contract mainly consists of the following:

- (a) Preliminary and General Obligations;
 - (i) Establishment of Contractor's camps and the moving of plant onto the Site.
- (b) Accommodation of traffic during construction;
- (c) Clearing, grubbing and finishing.
- (d) Construction of stormwater control;
- (e) Laying of a 300 and 450mm diameter stormwater pipe;
- (f) Construction of a tarred internal access;
- (g) Construction of steps;
- (h) Construction of walkway canopies;
- (i) Construction of paved walkways;
- (j) Provision of lighting to walkway canopies;
- (k) Practical completion;
- (l) Site de-establishment.

Refer to Annexure R for Scope of Works.

2. SELECTION AND EVALUATION CRITERIA

Contractors that are Grade 4 GB or Grade 4 CE and higher, may participate in this tender. The following characteristics will be used in selecting a suitable Contractor:

- a) Track record of similar works that are successfully completed;
- b) Project Execution Plan;
- c) Locality of the Contractor;
- d) Technical capability of skilled staff;
- e) Occupational Health and Safety Workplan.

EVALUATION CRITERIA

All bids/proposals that comply with the minimum requirement/conditions of the bid will be evaluated as follows: Functionality will be assessed as per Score Card.

(a) The system comprises of the following three elements

(i) Functionality..... 100

The minimum qualifying score for functionality will be **60 of 100 points**, and bids that fail to achieve the minimum qualifying score will be disqualified. Detailed functionality criteria are summarised below:

- Track record of similar works that are successfully completed (35 points)
- Project Execution Plan (20 points)
- Locality of the Contractor (10 points)
- Technical capability of skilled staff (20 points)
- Occupational Health and Safety Workplan (15 points)

A bidder that scores less than **60 out of 100** will be regarded as submitting a non-responsive bid and will be disqualified.

Contractors must provide sufficient proof/documents to justify awarding the points above and bidders are therefore requested to furnish us with detailed information in substantiation of compliance to evaluate criteria mentioned above.

Item No.	Criteria Description	Weighting
FUNCTIONALITY		
1.	Experience, Skills and Ability of Service Provider to fulfil Westcol's requirements, experience in work of this construction engineering and building environment. The valid reference letter must be on a client letterhead, indicating Site Name, the scope of work conducted, and duration of the project and duly signed by the Client with contact details including email and telephone numbers. • 3-5 Valid reference letters of similar projects completed; • Westcol have right to verify the company reference; • Managing successfully financial projects for past five (05) projects.	35
2.	Project Execution Plan (PEP) Provide a detailed project execution plan including summary of major milestone deliverables - detailed programme plan including: • Tasks = 5 Points • Duration = 5 Points • Milestones = 5 Points • Responsibilities = 5 Points • Non-compliance with the above = 0 points	20
3.	Locality of the Contractor • Attached proof of residence for West Rand District. (Municipality monthly service / account or landlord affidavit)	10
4.	Technical capability Bidder to provide the CVs and qualifications for the number of skilled qualified that will be deployed for the duration of the project. • Construction Supervisor: Must have Civil and building work experience at least 3 years' experience or more, with a minimum of NQF level (Level 6) National Diploma in Civil Engineering or Built Environment or higher qualification. • Safety Officer: Must have Civil and building work experience at least 3 years' experience or more, with a minimum NQF level 6 National Diploma in Safety Management.	20
5.	Occupational Health and Safety - Workplan	15
TOTAL POINTS		100

PART 5

ANNEXURE A-R

FAILURE TO COMPLETE ALL RELEVANT FORMS WILL LEAD TO YOUR BID BEING REJECTED

ANNEXURE A**SWORN STATEMENT**

I/we, the undersigned, who warrant that I/we am/are duly, authorised to do so, on behalf of the enterprise, certify that:

- (i) The information furnished is true and correct.
- (ii) If misrepresentation to gain any benefit is established, WESTCOL may in addition to any other remedy it may have
 - 1. disqualify the applicant;
 - 2. restrict the applicant, its shareholders and directors from obtaining business from WESTCOL for a period not exceeding 5 years;
 - 3. in the event that a contract has been concluded, recover from the contractor all costs, losses or damages incurred or sustained as a result of the award of the contract;
 - 4. cancel the contract and claim any damages suffered by having to make less favourable arrangements after such cancellation; and
- (iii) WESTCOL is hereby empowered to take such steps as it may require verifying information submitted, including, but not limited to, the use of independent auditors or other experts.
- (iv) If there are any changes to the information supplied on this form, I/We will inform WESTCOL's Supply Chain Management Unit immediately.

Name of Enterprise:.....

Signature of Enterprise Representative:

Address

Telephone no:Date:

For and on behalf of the company

Date:

Capacity of signatory (Position held in Company)

ANNEXURE B

AUTHORITY TO SIGN A BID

A. COMPANIES

If a service provider is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the company must be submitted with this BID, that is before the closing time and date of the BID.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors
on.....20.....,

Mr/Mrs..... (whose
signature appears below) has been duly authorised to sign all documents in connection with this BID on
behalf of (Name of Company)

.....

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY:

.....(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES: 1 DATE:.....

2 DATE:.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE..... DATE.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner (1)

Residential address.....

Signature

Full name of partner (2)

Residential address.....

Signature

Full name of partner (3)

Residential address.....

Signature

We, the undersigned partners in the business trading

as.....

..... hereby

authorise.....to sign this BID as well as any

contract resulting from the BID and any other documents and correspondence in connection with this

BID and /or contract on behalf of

Name: Name: Name:

Signature..... Signature:..... Signature:.....

Date:..... Date:..... Date:.....

D. CLOSE CORPORATION

In the case of a close corporation submitting a BID, a certified copy of the Founding Statement of such corporation shall be included with the BID, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf. By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this BID on behalf of (Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

..... (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

DATE:.....

WITNESSES: 1..... **DATE:**

WITNESSES: 2 **DATE:**

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the BID, together with the resolution by its members authoring a member or other official of the co-operative to sign the BID documents on their behalf. By resolution of members at a meeting on 20..... at..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this BID on behalf of (Name of cooperative)

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1 DATE:.....

WITNESSES: 2 DATE:.....

F. JOINT VENTURE

If a service provider is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the joint venture must be submitted with this BID, before the closing time and date of the BID.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners

on.....20.....

Mr/Mrs.....,Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this BID on behalf of: (Name of Joint Venture).

.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

SIGNATURE:..... DATE:.....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME):.....

SIGNATURE:..... DATE:.....

G. CONSORTIUM

If a service provider is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID, before the closing time and date of the BID.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs..... (whose signature appear below) have been duly authorised to sign all documents in connection with this BID on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... DATE:.....

FAILURE TO COMPLY WITH THE FOLLOWING ABOVE-MENTIONED INSTRUCTIONS MAY LEAD TO YOUR TENDER SUBMISSION BEING REJECTED.

ANNEXURE C

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACTS

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
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30. Applicable law
31. Notices
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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.

1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.

1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so, required by the purchaser.
- The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

- The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

7. Performance Security

- Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
- The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

- The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- All pre-bidding testing will be for the account of the bidder.
- If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract

- requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the
- contract requirements may be rejected.
- Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental services

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- furnishing of tools required for assembly and/or maintenance of the supplied goods;
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts

As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- This warranty shall remain valid for thirty six (36) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

- Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- The method and conditions of payment to be made to the provider under this contract shall be specified.
- The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of a valid tax invoice or claim by the provider.
- Payment will be made in Rand unless otherwise stipulated.

17. Prices

Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Increase/decrease of quantities

In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. Subcontracts

21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

24. Termination for Default

- The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
 - (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
if the provider fails to perform any other obligation(s) under the contract; or
 - (b) if the provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and

the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. Force Majeure

- Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for Insolvency

The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

28. Settlement of Disputes

- If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- Notwithstanding any reference to mediation and / or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
- (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

31. Applicable Law

31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. Notices

32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. Taxes and Duties

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following:

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF COVERED WALKWAYS AND STORM-WATER CONTROL SYSTEM AT WESTCOL RANDFONTEIN CAMPUS IN RANDFONTEIN, GAUTENG.

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 authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for CONSTRUCTION OF COVERED WALKWAYS AND STORM-WATER CONTROL SYSTEM, inclusive of value added tax, is

R (in figures)

.....

..... **Rand** (in words)

Should there be a discrepancy between the amount in figures and the amount in words, then the amount in figures shall govern.

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 Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....

.....

and: whose registration number is:

..... and: whose income tax reference number is:

.....

OR

Natural person or partnership:

.....

.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

AND WHO IS (if applicable)

Trading under the name of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms: In his/her capacity as:.....	
---	--

SIGNED FOR THE TENDERER

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

.....

Other contact details of the Tenderer are:

Telephone no: Postal address:

Fax no:

Cellular phone no:

Banker: Branch:.....

Acceptance

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:

Annexure C	Agreements and Contract Data, (which includes this agreement)
Annexure R	Scope of Works
Annexure S	Bill of Quantities

and drawings and documents or parts thereof, which may be incorporated by reference into Annexure S. 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 set 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, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission 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.

ANNEXURE D

SBD 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 African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the valid SARS PIN on the space provided on the cover page as it appears on the company's Tax Clearance Certificate documents; **OR**
2. The original Tax Clearance Certificate with a valid SARS PIN must be submitted together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

ANNEXURE E

B-BBEE CERTIFICATION (CERTIFIED)

- a.* Certified copies of B-BBEEE Certificate issued by SANAS Accredited Verification Agency Or
- b.* Sworn Affidavit in cases of EMEs and only those QSEs which are at least 51% Black-owned as prescribed in terms of B-BBEE Codes of Good Practice and in a format provided by the Department of Trade & Industry.
- c.* ***NB: Certificates issued by IRBA and Accounting Officers, have been discontinued.***

ANNEXURE F

COMPANY PROFILES & COMPANY REFERENCE EXPERIENCE

Fill in, complete and signed the following form, failure to do so will result to your not getting points allocation.

The Company profile and company experience must be attached to this Schedule

(a) Letters of Appointment, (b) relevant Completion Certificates and (c) Reference letters (Stamped by client or principal agent)

FIRM'S EXPERIENCE

The Bidder shall provide details of his relevant experience on similar scale projects above implemented in the past 5 years. In support tenderers are to complete the "Project Experience" schedule below and attach thereto copies of (a) Letters of Appointment, (b) Completion Certificates and (c) Reference letters (Stamped by Client). The Company Profile must be attached to this schedule & the business organisation's experience must be indicated on the table which is provided below.

Criteria	Contract description	Value of Contract	Contract Period	References	
				Client	Contact person and Number
Relevant professional services contracts to be listed. <i>(Bidder to issue project completion certificate or letter of confirmation of services contract completion from client/ employer)</i>	1.				
	2.				
	3.				
	4.				
	5.				

NAME OF AUTHORISED PERSONNEL:.....

SIGNATURE:.....

DATE:.....

ANNEXURE G

COMPANY RESOURCE CVs & SUPPORTING DOCUMENTS

Fill in, complete and signed the following form, failure to do so will result to your bid not getting points allocation.

CVs, copies of qualifications and professional registration of the assigned personnel to be attached here.

EVALUATION SCHEDULE: EXPERIENCE KEY STAFF

This schedule will be evaluated on the functionality criteria.

Complete the CV template of the key staff members.

Point scoring for evaluation of key staff member is max. 20 points

Score	Construction Supervisor	OHS Officer
Poor (score 5)	Matric with 5 years min. construction experience	NQF Level 6 National Diploma in Safety Management or similar qualification with 0 – 6 months experience in Civil and Building works
Average (score 10)	NQF Level 6 National Diploma in Civil Engineering or Built Environment with less than 3 years construction experience.	NQF Level 6 National Diploma in Safety Management or similar qualification with less than 3 years min. experience in Civil and Building works
Poor (score 20)	NQF Level 6 National Diploma in Civil Engineering or Built Environment with 3 years min. construction experience.	NQF Level 6 National Diploma in Safety Management or similar qualification with 3 years min. experience in Civil and Building works.
20 Points (max)		

HUMAN RESOURCES EXPERTISE –SCHEDULE OF PROPOSED KEY PERSONNEL ASSIGNED TO THE WORK

- Human resources' CV's and supporting documents (i.e. certified copies of qualifications / professional registration documents) must be attached to this schedule. The Bidder shall list below the personnel that he intends to utilise on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.
- The table of resources expertise must also be completed. Please make copy if need to add more.

No.	Professional/Project Leader	Name	Qualification	Years of Experience
1.	Key Personnel (ENG, QS, PM, CM, etc)			
2.	Technical and Support Staff: Technicians; Foremen; Site Agent; Safety Officer; Operators; Artisans; Other	Name	Qualification	Years of Experience

NAME OF AUTHORISED PERSONNEL:.....

SIGNATURE:.....

DATE:.....

CURRICULUM VITAE FORMAT OF KEY PERSONNEL

Name:		DOB:
Designation:		Nationality:
Qualifications: (Attach copies of qualifications):		
Professional Registration Number (If Applicable):		
Name of Employer:		Years with Firm:
Current Position in the firm:		
Employment History:		
Area of Specialisation:		
1)		
2)		
3)		
4)		

Experience pertinent to required service: Within past 5 years

Project 1:

Description of contract:			
Value of Contract	R		
Start Date of contract		End of contract	

Project 2:

Description of contract:			
Value of Contract	R		
Start Date of contract		End of contract	

Project 3:

Description of contract:			
Value of Contract	R		
Start Date of contract		End of contract	

Complete contact list of project references:

Full Name	Designation	Organisation	Cell Number

Certification:

I the undersigned certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. NB. I declare that I will be available to work on the project if the entity is appointed. All CV's must be signed by the relevant personnel.

Signature of personnel:..... Date:.....

ANNEXURE H

LETTER OF GOOD STANDING

Attach a valid letter of good standing.

ANNEXURE I

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

COPY OF JOINT VENTURE AGREEMENT (IF APPLICABLE)

Attached hereto is a signed certified copy of our **notarised** Joint Venture Agreement. Our failure to submit the copy with our tender document will lead to the conclusion that there is no joint venture agreement, and as such, our bid will be disqualified

(Attach the notarised joint venture agreement here)

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed Enterprises whom submit agreements as joint ventures.

We, the undersigned, are submitting this in Joint Venture and hereby authorise

Mr/Ms....., authorised signatory of the company

 acting in the capacity of lead partner, to sign all documents in connection with submission on our behalf.

Name of Enterprise	Address	Duly authorised signatory
Lead Partner:		Signature..... Name Designation
		Signature..... Name Designation
		Signature..... Name Designation
		Signature..... Name Designation

Signature:.....

Date:.....

ANNEXURE J

RECORD OF ADDENDA TO SUBMISSION DOCUMENTS

Fill in, complete and signed the following form if any changes have been done by WESTCOL any addendum have been issued to amend the document. Failure to do so it will result to your bid being non-responsive.

RECORD OF ADDENDA TO SUBMISSION DOCUMENTS

We confirm that the following communications received from the Employer, amending the submission documents, have been taken into account in this submission.

ITEM No.	DATE	TITLE OR DETAIL
1		
2		
3		
4		
5		
6		
7		

Attach additional pages if more space is required.

Date

Signature

Name.....

Position.....

Enterprise.....

ANNEXURE K

SBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1. Full Name of bidder or his or her representative:.....
 - 3.2. Identity Number:
 - 3.3. Position occupied in the Company (director, trustee, Shareholder²):.....
 - 3.4. Company Registration Number:
 - 3.5. Tax Reference Number:.....
 - 3.6. VAT Registration Number:
 - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8. Are you presently in the service of the state?

YES	NO
-----	----
 - 3.8.1 If yes, furnish particulars.

¹SCM 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.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

3.9.1. If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.10.1. If yes, furnish particulars.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.11.1. If yes, furnish particulars

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

3.12.1. If yes, furnish particulars.

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

3.13.1. If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES	NO
-----	----

3.14.1 If yes, furnish particulars:.....

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

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

5. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I
 ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION
 PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

ANNEXURE L

SBD 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.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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 authorised 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

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

4.1 In terms of Regulation 6 (2) and 7 (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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....% ii) The name of the sub-contractor..... iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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-BBE 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 *audialteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDER(S) Date: Address:.....
--	---

ANNEXURE M

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the 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>audialteram 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 ☐
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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

ANNEXURE N

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) 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. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description) in response to the invitation for the bid made by:

(Name of Institution) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
 3. I am authorised 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 authorised 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
1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
 2. 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.

3. 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.
4. 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.
5. 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

.....

Position

.....

Date

.....

Name of Bidder

ANNEXURE O

SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will be available for this contract or will acquire or hire for this contract if my/our bid is accepted. The contractor is to submit proof of ownership with this bid document. Attach proof of ownership or letter for hiring of plant and equipment.

(Attach proof of ownership or letter to hire with their proof of plant)

SUBMISSION SCHEDULE OF PLANT AND EQUIPMENT

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

Min Quantity Required	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature

Date.....

Name

Position.....

Bidder.....

ANNEXURE P

REGISTRATION CERTIFICATES

Insert registration certificates.

1. Valid CIDB registration
2. Valid NHBRC if available

ANNEXURE Q

PROOF OF RESIDENCE

Insert proof of residence. Any of the following:

1. Municipality month account
2. Landlord affidavit

ANNEXURE R

SCOPE OF WORKS



**higher education
& training**

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



westcol
Technical and Vocational Education and Training College

CIDB GRADE 4 GB or 4 CE AND HIGHER

TENDER CONTRACT NUMBER: TGPWCRANDFC

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF COVERED
WALKWAYS AND STORM-WATER CONTROL SYSTEM AT WESTERN TVET COLLEGE
RANDFONTEIN CAMPUS, GAUTENG**

PROCUREMENT DOCUMENT: SCOPE OF WORKS

NAME OF TENDERER:

CIDB GRADING:

ISSUED BY:

WESTERN TVET COLLEGE

Infrastructure Division

42 Johnson Street

Randfontein

1760

Contact Person: Thobile Nhlangothi

E-mail: tnhlangothi@westcol.co.za

ANNEXURE R. PROJECT SPECIFICATION

PORTION A: THE WORKS

PS1	GENERAL DESCRIPTION.....
PS2	DESCRIPTION OF SITE AND ACCESS
PS3	EXTEND OF WORKS
PS4	LABOUR INTENSIVE CONSTRUCTION.....
PS5	CONSTRUCTION PROGRAMME.....
PS6	TEMPORARY WORKS
PS6.1	LOCATION OF SITE CAMP
PS6.2	SITE FACILITIES REQUIRED
PS6.2.1	Contractor's Camp Site and Security
PS6.2.2	Facilities for the Engineer
PS6.2.3	Water, Electricity and Sewerage
PS6.2.4	Site Instruction Book.....
PS7	FEATURES REQUIRING SPECIAL ATTENTION.....
PS7.1	Site Maintenance
PS7.2	Testing and Quality Control
PS7.3	Facilities to other Contractors
PS7.4	Sub-Contractors.....
PS7.5	Access to Properties.....
PS7.6	Existing Residential Areas
PS7.7	Defects Liability Period
PS7.8	Final Inspection - Final Certificate
PS8	CERTIFICATES OF PAYMENT
PS9	CONSTRUCTION IN RESTRICTED AREAS
PS10	DRAWINGS

PS11	SAMPLES.....
PS12	NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS
PS13	WORKMANSHIP AND QUALITY CONTROL
PS14	EXTENSION OF TIME DUE TO ABNORMAL RAINFALL.....
PS15	SPOIL MATERIAL
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PORTION A

THE WORKS

SCOPE

These Project Specifications are set out in two portions. Portion A covers the general description of the project, the facilities available and the requirements to be met. Portion B covering additional project specifications, with Part B1 covering the Occupational Health and Safety Act 1993: Health and Safety Specification, Part B2 covering Environmental Management Plan and Part B3 covering Covid-19 specifications.

STATUS

In the event of any discrepancy between the Project Specifications and a part or parts of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition) and The Standardized Specification for Civil Engineering Construction (SANS 1200; SANS 10400-2011; SANS 10142-2011; SANS 204 Part 1, 2 & 3-2008), the JBCC Series 2000: Principal Building Agreement, July 2007-Edition 5.0, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence.

DILIGENCE

a) Termination

If it is found that:

- The contractor does not install the correct material and/or the work is not according to the relevant specifications and/or the instructions of the supplier of the equipment, material and/or system.
- The contractor and/or his workmen are found to dump rubble and/or waste illegally on any other place either than legal dumping facilities.
- Allow unqualified persons carry out the works.

The Contractor will be given **7 (seven) calendar days written notice** to rectify the situation. If the Contractor does not respond positively to the satisfaction of the **WESTCOL Project Manager** it will result in the **termination of the contract**.

b) Default

When a works order is issued to an appointed contractor, it shall commence with the task within 72 hours, failing which the works order will be revoked and issued to another appointed contractor.

PORTION A: THE WORKS

PS1 GENERAL DESCRIPTION

The project entails the construction of covered walkways and storm-water control system at Western TVET College Randfontein campus.

PS2 DESCRIPTION OF SITE AND ACCESS

Western TVET College Randfontein Campus is located at 12 Kiewiet Street, Helikonpark in Randfontein in Gauteng. Randfontein Western TVET College is bordered by Kiewiet Street to the eastern and Henry Kelly Street to the northern boundaries respectively. The site is located at the following address:

12 Kiewiet Street
Helikon Park
Randfontein
1760

The approximate co-ordinates for the site are as follow:

S 26° 11' 11.43"
E 27° 40' 38.36"

The site is easily accessible via the integrated network of paved roads within the Rand West City Local Municipality. Western TVET College Randfontein Campus obtains its access off Kiewiet Street along its eastern boundary.

PS3 EXTENT OF WORKS

The work to be carried out under this Contract mainly consists of the following:

- (a) Preliminary and General Obligations;
 - (i) Establishment of Contractor's camps and the moving of plant onto the Site.
- (b) Accommodation of traffic during construction;
- (c) Clearing, grubbing and finishing.
- (d) Construction of stormwater control;
- (e) Laying of a 300 and 450mm diameter stormwater pipe;
- (f) Construction of a tarred internal access;
- (g) Construction of steps;
- (h) Construction of walkway canopies;
- (i) Construction of paved walkways;
- (j) Provision of lighting to walkway canopies;
- (k) Practical completion;
- (l) Site de-establishment.

PS4 LABOUR INTENSIVE CONSTRUCTION

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

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

These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary, unless otherwise instructed by the Engineer.

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

- Excavations;
- Temporary traffic control;
- Laying of paving blocks;
- Cleaning and tidying up of the site.

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

PS5 CONSTRUCTION PROGRAMME

The Contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period. If the programme submitted by the Contractor in terms of Clause 5.6 of the General Conditions of Contract (2015), has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 5.12 of the General Conditions of Contract (2015) or within a granted extension of time.

Proposal to increase the tempo of work must incorporate positive steps to increase production, either by more labour and Plant on the Site, or by using the available labour and Plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in the General Conditions of Contract (2015).

The approval by the Engineer of a programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor is also referred to Clause PS 7 and Clause PS 14 when preparing the programme.

PS6 TEMPORARY WORKS

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

PS6.1 LOCATION OF SITE CAMP

The location of the Contractor's site camp must be approved by WESTCOL before the site is established.

PS6.2 SITE FACILITIES REQUIRED

PS6.2.1 Contractor's Camp Site and Security

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

It is anticipated that the Contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the Employer will consider no claims in this regard.

PS6.2.2 Facilities for the Engineer

The Contractor must provide suitable facilities in his own offices for site meetings. The Engineer's representative shall be allowed free use of survey equipment and survey assistants to carry out control work as and when required.

PS6.2.3 Water, Electricity and Sewerage

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water, electricity and all other services required for construction and domestic use. The distribution of water, electricity and all other services shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

PS6.2.4 Site Instruction Book

A triplicate book for Site Instructions shall at all times be kept on the Site.

PS7 FEATURES REQUIRING SPECIAL ATTENTION

PS7.1 Site Maintenance

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

PS7.2 Testing and Quality Control

The Contractor shall engage the services of an approved independent laboratory for the testing of materials and the quality testing of layer works, to ensure that the works complies with the Specifications.

No separate payment will be made for such testing, the cost of which will be deemed to be included in the Contractor's tendered rates for the items of work that require testing in accordance with the Specifications.

PS7.3 Facilities to other Contractors

In addition to the requirements of Clause 4.8 of the General Conditions of Contract (2015), the Contractor might have to make allowances for other Contractors on the Site. This may involve adapting his programme to accommodate the work of other Contractors and ensuring access to their sites along prescribed routes over the site of this contract.

PS7.4.3 Quality of work

In addition to the requirements of Clause 4 of the General Conditions of Contract (2015), the Contractor shall be responsible for work carried out by Sub-contractors on his behalf. The Engineer will not liaise directly with such Sub-contractors. Problems related to payments, programming, workmanship, etc, shall be the concern of the Contractor.

PS7.4.4 Materials and Plant

The Main Contractor shall be responsible to supply all the material and plant necessary for the sub-contractor to construct the work as specified. The experienced supervisor/foreman shall control the material and plant supplied to the sub-contractor to control unnecessary wastage and breakage.

PS7.4.5 Contractual obligations

A comprehensive contract between the Main contractor and the sub-contractor will have to be signed. The Subcontract Agreement and Provisions Third edition (2003) by SAFCEC can be used as a pro-forma contract.

The sub-contractors shall be engaged by the Main Contractor and shall, in the execution of the work be deemed to be subcontractors employed by the Main Contractor in accordance with Clause 4.4 of GCC 2015.

The sub-contractor shall undertake to the Main Contractor the same obligations and liabilities as are imposed on the Main Contractor by the terms of the Contract.

PS7.4.6 Cancellation of contract:

The Main Contractor will have the right to cancel the contract with the sub-contractor if the sub-contractor is in breach of the contract as described in Clause 4.4.5 of GCC 2015.

PS7.5 Access to Properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work.

The Contractor may, with the approval of the Engineer, make arrangements with the occupiers of erven and properties to close off part of a street, road, and footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration and re-opens the route as punctually as possible. Where possible, the streets shall be made safe and re-opened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs shall be provided by the Contractor to suit the specific conditions.

The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual (SARTSM – Vol 2, Chapter 13).

No separate payment will be made for the accesses as mentioned above, the cost of which will be deemed to be included in the Contractor's tendered rates for the items of work that require accommodation of traffic.

PS7.6 Existing Residential Areas

Access to adjacent residential areas and access to the depot shall be maintained at all times. There are existing underground water, sewer and electrical service inside the road reserves. The Contractor must, before commencing with any earthworks, ensure that he is aware of where all existing services are, if any. These services are to be protected during the construction period.

The Client reserve the right to, should there be any claims with regard to services damaged by the Contractor or through his negligence, recuperate such monies directly from progress payments.

Electricity and water-supply interruptions shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and all affected parties shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day. The cost thereof is to be included in the Bill of Quantities as part of the Preliminary and General Items.

PS7.7 Defects Liability Period

In addition to sub-clause 7.8.2 of the General Conditions of Contract (2015), the Client reserves the right to do any emergency maintenance during the Defects Liability Period. The Engineer will decide whether an emergency exists and will notify the Contractor. Expenses incurred by the Client will be deducted from outstanding payment to the Contractor, if the defect was caused by the latter. In case of a dispute, the matter will be referred to a Mediator, in terms of Sub-clause 10.3. of the General Conditions of Contract (2015). The decision of such a Mediator will be binding.

PS7.8 Final Inspection – Final Certificate

The final inspection shall take place on Site just prior to the termination of the period of free maintenance and shall be arranged by the Contractor. The purpose of this inspection visit shall be to satisfy the Engineer that all contractual obligations have been satisfactorily met prior to the issuing of the Final Certificate. Representatives from all major Sub-contractors, as well as the Contractor himself, shall attend.

The Engineer will issue the Final Certificate only after the Final Inspection which takes place at the completion of the period of free maintenance.

PS8 CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of Clause 6 of the General Conditions of Contract (2015) shall be prepared in accordance with the standard payment certificate prescribed by the Engineer. All costs for the preparation and submission of the statements shall be borne by the Contractor.

PS9 CONSTRUCTION IN RESTRICTED AREAS

Working space might sometimes be restricted. The construction method used in these restricted areas will largely depends on the Contractor's Plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. No extra payment, or any claim for payment due to these difficulties will be considered.

PS10 DRAWINGS

All information in the possession of the Contractor that is required by the Engineer's representative to complete the 'as-built' drawings must be submitted to the Engineer's representative before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled, unless so instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

PS11 SAMPLES

Materials or work that does not conform to the approved samples, submitted in terms of Sub-clause 7.4 of the General Conditions of Contract (2015), will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

PS12 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

Notices, signs and barricades, erected in terms of the General Conditions of Contract (2015), as well as advertisements may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

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

The standard name-board of the Consulting Engineers South African (CESA) is specified, the cost of which shall be included in the rates tendered in the bill of quantities.

PS13 WORKMANSHIP AND QUALITY CONTROL

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

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

The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to indicate compliance with the Specifications.

PS14 EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

If abnormal rainfall or wet conditions occur during the course of the Contract, the Employer may grant an extension of time in accordance with sub-clause 5.12 of the General Conditions of Contract (2010), calculated in accordance with the formula given below for each calendar month or part thereof:

$$V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$$

If any value of V is negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n.

The delay for a part of a month shall be calculated by substituting pro rata values for the variables in the equation.

The symbols shall have the following meanings: -

V	= Delay due to rain in calendar days in respect of the calendar month under consideration.
Nw	= Actual number of days during the calendar month on which a rainfall of Y mm or more per day were recorded.
Nn	= Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.
Rw	= Actual rainfall in mm for the calendar month under consideration.
Rn	= Average rainfall in mm for the calendar month as derived from the rainfall records supplied in the table below.
X	= 20, unless otherwise provided in the project specifications.
Y	= 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the contract shall be the algebraic sum of the monthly totals for the period under consideration, but if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed $(N_c - N_n)$ calendar days, where N_c = number of calendar days in the month under consideration.

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day.

The factor $(R_w - R_n) \div X$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Engineer and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorised persons.

The extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V will be obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of R_n and N_n indicated in the table.

Average Rainfall as obtained from station 0476/399 at Johannesburg International Airport

Month	Rn (mm)	Nn (days)
January	111.1	12
February	93	8
March	83.4	8
April	25.2	7
May	63.5	2
June	18.7	1
July	0	1
August	23.8	1
September	4.1	3
October	65.4	7
November	22.6	11
December	133.2	11
Total	644	69

PS15 SPOIL MATERIAL

No indiscriminate spoiling of material will be permitted. Surplus or unsuitable materials shall be spoiled at a site provided by the Contractor. This site shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations.

PS16 TRENCHES

Trenches may not be left open during the builders' holidays should the contract extend over this period. All additional costs as may be incurred by the Contractor in closing trenches prior to the builders' holidays and reopening them thereafter shall be entirely for the Contractor's account.

PS17 NON-WORKING DAYS

The Contractor shall not work on any statutory public holidays or on any public holidays declared by the government to be statutory non-working days, unless otherwise pre-arranged and approved by the Engineer in consultation with the Client.

PS18 INFORMATION REGARDING ELECTRICAL SUBCONTRACT

Where electrical work has to be carried out, the Contractor shall obtain the services of an electrical subcontractor to carry out the electrical work.

PS19 TRANSPORT OF MATERIAL

All costs for transporting materials, including overhaul, shall be included in the applicable tendered rates. All references in the Specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Project Specifications.

PS20 TEMPORARY LATRINES

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one (1) for ten (10) persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

PS21 APPLICABLE STANDARDISED SPECIFICATIONS

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

The Contractor may purchase copies from the South African Institution of Civil Engineering.

SAICE Tel: (011) 805-5947 Fax: (011) 805-5971

Waterfall Park / Postnet Suite 81

Howick Gardens / Private Bag X65

Vorna Valley / Halfwayhouse

Becker Street / 1685

Midrand

- a) The Standardized Specification for Civil Engineering Construction (SANS 1200/ SABS 1200), as amended.
- b) JBCC Series 2000: Principal Building Agreement, July 2007-Edition 5.0
- c) General Conditions of Contract: 2015 3rd Edition.

PS21.1 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications. Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications and on the BoQ.

PORTION B

PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

PORTION B: PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

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B1. OCCUPATIONAL HEALTH AND SAFETY ACT 1993: HEALTH AND SAFETY SPECIFICATION

CONTENTS

B1.1 INTRODUCTION

B1.2 SCOPE

B1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

B1.4 OPERATIONAL CONTROL

B1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, WESTCOL, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1 below and in the **Construction Regulations, 2014**. This specification has as objective to ensure that Principal Contractors entering into a Contract with WESTCOL achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

B1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

B1.3 General Occupational Health & Safety Provisions

- a) Hazard Identification & Risk Assessment (Construction Regulation 7)
 - (i) Risk Assessments

Risk Assessment headings that have been identified as possibly applicable to the abovementioned contract work are listed below. The information is, by no means, exhaustive and is offered as assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Employer before mobilisation on site commences.

The Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

- (ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

- (iii) List of Risk Assessments

- Clearing and Grubbing of the area/site;
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site

- Dealing with existing structures;
- Location of existing services;
- Installation and maintenance of temporary construction electrical supply, lighting and equipment;
- Adjacent land uses/surrounding property exposures;
- Boundary and access control/public liability exposures (NB: the employer is also responsible for the OH&S of non-employees affected by his/her work activities);
- Health risks arising from surroundings as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, etc;
- Exposure to noise;
- Exposure to vibration;
- Protection against dehydration and heat exhaustion;
- Dealing with HIV/Aids and other diseases;
- Use of portable electrical equipment including:
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- Excavations including:
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Loading and offloading of trucks;
- Aggregate/sand and other materials delivery;
- Manual and mechanical handling;
- Lifting and lowering operations;
- Driving and operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller & Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances;
- Layering and bedding;
- Backfilling of trenches;
- Use of explosives;
- Protection from overhead power lines;
- As discovered by the principal contractor's hazard identification exercise;
- As discovered from any inspections and audits conducted by the client or by the principal Contractor or any other contractor on site;
- As discovered from any accident/incident investigation.

b) Legal Requirements

All Contractors entering into a Contract with the WESTCOL shall, as a minimum, comply with the:

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times.
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and “good-standing” from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines’ premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 7 he includes an OHS Act Section 37(2) agreement: “Agreement with Mandatory” in his agreement with such Contractors.

*Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

*A full time Safety Officer

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations.

Copies of appointments must be submitted to the WESTCOL together with concise CV’s of the appointees.

(iii) Training and Competence

The contents of all training required by the Act and Regulations shall be included in the Principal Contractor’s OH&S plan. The Principal Contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited Service Providers shall be used for OH&S training.

The Principal Contractor shall ensure that his and other Contractors' personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The Principal Contractor shall ensure that follow-up and refresher training is

conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

d) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to the WESTCOL for record keeping purposes.

e) Public Health & Safety (Section 9 of the OH&S Act)

The Principal Contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes: Non-employees entering the site for whatever reason, the surrounding community and Passers-by to the site.

f) Accommodation of Traffic

The contractor shall develop a Traffic Management Plan (to include Traffic Control Plans ("TCP") and Vehicle Movement Plans)

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual as modified to suit site conditions.

The Traffic Management Plan shall be communicated to stakeholders in the Randfontein community as follows: Large information sign at outside the entrances of the site will provide details of the project, including: Description of the Works, Duration of the Works, Proposed Start and End Dates of the Works, Contact details of the Site Manager.

The contractor shall pay specific attention to the accommodation of pedestrian traffic along the cross roads where the safety of pedestrians could be compromised as a result of the works.

Where pedestrians have to cross the site, the contractor shall ensure that the pedestrians are safeguarded and shall be able to cross the site without being endangered. The pedestrians should not be able to enter areas where works are taking place.

g) Operational Procedures

Each construction activity shall be assessed by the Principal Contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the Principal Contractor:

- to be conversant with Construction Regulations
- to comply with their provisions
- and include them in his OH&S plan where relevant.

h) Emergency Procedures

Simultaneous with the identification of operational procedures, the Principal Contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the Principal Contractor's OH&S plan.

i) Personal & Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The Contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the Contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed, but an alternative solution has to be found that may include relocating or discharging the employee.

The Principal Contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

j) Accidents and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register listed in paragraph 2.4.1.

The Principal Contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Reporting: The Contractor shall provide the WESTCOL with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

k) Checking, Reporting and Corrective Actions

1. Monthly Audit by Client (Construction Regulation 5)

WESTCOL will conduct monthly audits to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S plan.

2. Other Audits and Inspections by the WESTCOL:

WESTCOL reserves the right to conduct other ad-hoc audits and inspections as deemed necessary. This will include site safety walks.

3. Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S management system as well as with this specification.

4. Inspections by OH&S Representative's and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

5. Recording and Review of Inspection Results

All the results of the above-mentioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

B1.5 Measurement and Payment

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and

Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Item	Unit
B1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum

The full amount will be paid in one instalment only once: -

- The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- The contractor has made the required initial appointments of employees and sub-contractors.
- The client has approved the contractor's Health and Safety Plan.
- The contractor has set up his Health and Safety File.

Item	Unit
B1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month

The tendered monthly amount shall represent full compensation for that part of the contractor's General obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item B1.1 has been made.

Item	Unit
B1.3 Submission of the Health and Safety File	Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

The OH&S File (Construction Regulation 7)

As required by Construction Regulation 7, the Principal Contractor and other Contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 4);
- Latest copy of OH&S Act (General Administrative Regulation 4);
- Copy of Construction Regulation 2014;
- Copy of Project Safety Specification;
- Proof of registration and good standing with COID Insurer (Construction Regulation 4(g));
- Induction Training Manual;
- Induction training Attendance Register;
- Tool Box talks Manual;
- Tool Box talks Attendance Register;
- PPE Issue Register;
- Legal appointments (Include CV's' ID's and Proof of competencies);
- Medical Fitness Certificates (Issued by an occupational health practitioner) for all site workers including Managers _Include ID's and Next of kin details (Construction Regulation 4);
- OH&S plan agreed with the Client including the underpinning risk assessment/s, safe work procedures, and method ¹¹_{SEP} statements (Construction regulation 7);
- OHS Structure / Organogram;
- OHS Policy;
- Evacuation / Emergency preparedness procedure;
- Emergency Contact Numbers;
- Traffic Management Plan;
- Fall Protection Plan;
- Copies of OH&S committee and other relevant minutes;
- Designs/drawings;
- A list of Contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (section 37(2);
- Appointment/designation forms Registers as follows:
 - Accident/Incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register;
 - Construction vehicles and mobile plant inspections by controller;
 - Daily inspection of vehicles, plant and other equipment by the operator/driver/user;
 - Excavations inspection;
 - Explosive powered tool inspection, maintenance, issue and returns register (incl. cartridges and nails);

- Fall protection inspection register;
- Hand Tools register;
- PPE use register;
- First aid box contents;
- Fire equipment inspection and maintenance;
- Hazardous chemical substances record;
- Ladder inspections
 - Lifting equipment register
 - Machinery safety inspection register (incl. machine guards, lock-outs etc.)
 - Stacking and storage inspection.
 - Inspection of vessels under pressure.
 - Inspection of work conducted on or near water.
 - All other applicable records including safety officer reports.

B2. ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

B2.1	SCOPE
B2.2	DEFINITIONS
B2.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
B2.4	LEGAL REQUIREMENTS
B2.5	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
B2.6	TRAINING
B2.7	ACTIVITIES/ASPECTS CAUSING IMPACTS
B2.8	ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
B2.9	RECORD KEEPING
B2.10	COMPLIANCE AND PENALTIES
B2.11	MEASUREMENT AND PAYMENT

B2.1 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Client in writing for approval.

The EMP identifies the following:

- Construction activities that will impact on the environment.
- Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.
- Actions that shall be taken in the event of non-compliance.

B2.2 DEFINITIONS

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

B2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity.

Examples of environment aspects include:

- waste generation;
- stormwater discharge;
- emission of pollutants into the atmosphere;
- chemical use operations;
- energy use operations;
- water use operations;
- use of natural resources;
- noise generation.

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the Engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment.

These requirements shall be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscape
- Soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to E1008. Environmental Management of Construction Activities.

B2.4 LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral Local Municipality part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project.

The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The Contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

B2.5 COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

- 2600mm girth or less:..... R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth: R10 000 per tree
- Greater than 6180mm girth: R30 000 per tree

b) Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites:
..... R10 000 per incident
- General damage to sensitive environments:..... R 5 000 per incident
- Damage to cultural and historical sites: R 5 000 per incident

- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost): R1 000 to R5 000 per incident
- Unauthorised blasting activities:..... 5 000 per incident
- Pollution of water sources: R 10 000 per incident

The Engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

c) Less serious violations:

- | | | |
|---|---|---------------------|
| • Littering on site. | : | R1 000 per incident |
| • Lighting of illegal fires on site. | : | R1 000 per incident |
| • Persistent or un-repaired fuel and oil leaks. | : | R1 000 per incident |
| • Excess dust or excess noise emanating from site. | : | R1 000 per incident |
| • Dumping of milled material in side drains or on grassed areas: | | R1 000 per incident |
| • Possession or use of intoxicating substances on site. | : | R 500 per incident |
| • Any vehicles being driven in excess of designated speed limits. | : | R 500 per incident |
| • Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife. | : | R2 000 per incident |
| • Illegal hunting. | : | R2 000 per incident |
| • Urination and defecation anywhere except in designated areas. | : | R 500 per incident |

The Engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

B2.6 MEASUREMENT AND PAYMENT

The cost of complying to this specification shall be deemed to be included in the rates Bided for this project.

Item	Unit
B2.6.1 Contractor's time related obligations in respect of the Environmental Management Plan and specification month	Month

The Bided monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Environmental Management Plan which are mainly a function of time. This includes

inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site.

B2.6.2 Penalty for unnecessary removal or damage to trees for the following diameter sizes

- | | | |
|-----|--|-------------|
| (a) | 2600mm girth or less..... | number (No) |
| (b) | Greater than 2600mm, but less than 6180mm girth..... | number (No) |
| (c) | Greater than 6180mm girth..... | number (No) |

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

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

B2.6.3 Penalty for serious violations

- | | | |
|-----|---|-------------|
| (a) | Hazardous chemical/oil spill and/or dumping in non-approved sites | number (No) |
| (b) | General damage to sensitive environments..... | number (No) |
| (c) | Damage to cultural and historical sites..... | number (No) |
| (d) | Pollution of water sources..... | number (No) |
| (e) | Unauthorised blasting activities..... | number (No) |
| (f) | Uncontrolled/unmanaged erosion per incident, depending on
environment impacts, plus rehabilitation at contractor's cost) | number (No) |
| (g) | Damage to sensitive vegetation within "no-go" areas of vegetation
damaged impacts, plus rehabilitation thereof at contractor's cost..... | number (No) |

The unit of measurement for B100.02 (a) to (g) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause E3.5.2.10.

Item
Unit
E2.6.4 Penalty for less serious violations

- a) Littering on site.....number (No)
- b) Lighting of illegal fires on site.....number (No)
- c) Persistent or un-repaired fuel and oil leaks.....number (No)
- d) Excess dust or excess noise emanating from site.....number (No)
- e) Dumping of milled material in side drains or on grassed areas.....number (No)
- f) Possession or use of intoxicating substances on site.....number (No)
- g) Any vehicles being driven in excess of designated speednumber (No)
- h) Removal and/or damage to flora or cultural or heritage
objects on site, and/or killing of wildlife.....number (No)
- i) Illegal hunting.....number (No)
- j) Urination and defecation anywhere except in designated
Areas.....number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause B3.5.2.10.

The Engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200.

The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

B3. COVID-19 SPECIFICATIONS

CONTENTS

B3.1 INTRODUCTION

B3.2 PRINCIPAL CONTRACTOR COMPLIANCE RESPONSIBILITIES

B3.3 WORKING TIMES

B3.4 COVID-19 SPECIFICATIONS

B3.1 INTRODUCTION

Both the Client and Contractor are responsible for ensuring the implementation of and compliance with post COVID-19 rules and other applicable requirements issued by the government. This specification has been developed as a guideline on necessary critical aspects as identified by the government to ensure that the social impact associated with the pandemic and the spread of Corona Virus is lessened from one individual contractor employee to another including the family and community members at large.

In terms of Regulation 10 (8) of the Regulations issued by the Minister of Co-operative Governance and Traditional Affairs, on 29 April 2020 the Minister of Employment and Labour published the Directive: COVID-19 Occupational Health and Safety Measures in Workplaces Government Gazette No. 43257 COVID-19 (C19 OHS), 2020, which shall be complied with, together with any other COVID-19 requirements/ directives and sectoral guidelines.

The SHE COVID-19 Specifications issued does not reduce the existing obligations of the Principal Contractor / the Employer in terms of the Occupational Health and Safety Act nor does it prevent an employer from implementing more stringent measures in order to prevent the spread of the virus.

B3.2 PRINCIPAL CONTRACTOR COMPLIANCE RESPONSIBILITIES

- The Principal Contractor to develop / establish an OHS COVID-19 Integrated Strategy and ensure that all Disaster Management Act, 57 of 2002, Government Gazettes promulgated in line with an attempt to curb the spread of the pandemic are taken into account;
- The Principal Contractor to appoint a manager / COVID-19 Compliance Officer to address employee or workplace representative concerns and to keep them informed and, in any workplace in which a health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;
- The Principal Contractor to ensure that measures required by (COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020 Directive and its risk assessment plan are strictly complied with through monitoring and supervision;
- A Baseline Risk Assessment to address COVID-19 requirements on a continuous basis addressing all inherent and potential risks/hazards associated with the COVID-19 pandemic to be developed and submitted;
- A SHE Plan indicating how conformance with all COVID-19 Regulations will be achieved, and the management commitment to ensure all resources needed are outsourced where required to be developed and submitted;
- Provide Contractor Employee Induction Training Syllabus which shall also include and cover all employer's responsibilities and employee responsibilities in light with COVID-19 measures;
- SHE policy, depicting all Top Management commitment to Disaster Management Act (C19 – OHS) and all related legislations to be developed and submitted;
- Provide specific PPE required for COVID-19. An induction manual must be developed to specifically indicate how they will be used, their limitations, the maintenance and storage where reusable are issued. Use of manufacturer's recommendations very important;

- COVID-19 Contact Management and reporting of positive cases. The Principal Contractor to outline specific national department of health and labour requirements with regards to COVID-19 Incident Management;
- To ensure employee transportation to and from site is in line with the current regulations (while maintaining social distancing, wearing of face shields, masks, sanitization, etc.);
- Biohazardous Waste Management plan on how the biological waste generated on site will be safely disposed of must be developed and submitted. The Department of Employment and Labour appealed to employers to use the prescriptions of the OHSA in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus. The NEMA: Waste Act, 2008 (Act No.59 of 2008) shall be complied with at all times;
- The Principal Contractor to constantly keep informed and abreast with all new health and safety related legislations (This includes all COVID-19 Laws/ legislations);
- The Principal Contractor must check regularly on the websites of the National Department of Health, National Institute of Communicable Diseases and the National Institute for Occupational Health whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.

B3.3 WORKING TIMES

All work conducted on site shall fall within the legal requirements in accordance with the Covid-19 curfew work permit requirements. There shall be no work permitted / performed outside working hours as indicated by the Disaster Management Act Directives for level 3 restrictions lockdown.

In so far as any contravention of these directives constitutes a contravention of an obligation or prohibition under OHSA, the offences and penalties provided for in section 38 of OHSA and any sectoral guidelines apply.

B3.4 COVID-19 SPECIFICATIONS

B3.4.1 Transportation to and from construction site

- Vehicles being used to transport workers to construction sites, or vice versa to be thoroughly disinfected prior to on-boarding of employees for each trip;
- Every worker to undergo temperature screening and only the ones fit to travel to be allowed to board the vehicle;
- Adequate marking on the ground to be put in place for employees waiting to be screened to comply with safe distancing norm;
- Log of workers screened to be maintained and anyone suspected of symptoms post screening to be prevented from on-boarding the vehicle, and this to be reported to the appointed Safety Officer;
- Wearing of suitable masks and Personal Protective Equipment (PPE) as per regulatory guidelines to be made mandatory at all times;
- Journey Management Plan documenting the travel route, time and traveller details to be prepared for each trip;

- Safe distancing norms to be practiced in the vehicle to seat the workers. Additional trips or vehicles to be arranged to accommodate the required number of employees. No one to be allowed to travel while standing in the vehicle;
- Vehicle disinfection area to be created at site entry to ensure adequate safeguards;
- Safety Representative to be deployed at drop-off location to ensure safe distancing measures are maintained while off-boarding of employees from more than one vehicle.

B3.4.2 Site access and working areas

- The contractor and its sub-contractors are recommended to appoint one or more COVID-19 safety coordinators who should be tasked to ensure compliance for their respective employees against the set out COVID-19 safety compliance procedures on a daily basis;
- COVID-19 compliance procedures to be mandatorily included in the contractor's site-specific safety manual;
- Site safety manuals to clearly highlight work activities and corresponding mitigation plans to be identified where COVID-19 safety procedures might be difficult to adhere to given the nature of work (e.g. concrete pour, lifting and transporting material etc.), PPE's (face shields, etc.), tools, equipment which could be potential transmission points due to shared use;
- Consumption of alcohol, smoking and spitting in the open to be strictly prohibited inside the construction site;
- COVID-19 awareness signage and posters to be placed at all traffic prone areas including entry, exit points, site camps, meeting rooms, material storage areas, etc.

B3.4.3 Access control

- Install adequate mark-up on the ground to help employees comply with the safe distancing when entering the work site;
- Conduct temperature scan of employees for COVID-19 screening at the start and end of each working shift. A screening questionnaire must be available, pertaining to travel history, if the individual came in contact with any COVID-19 positive individual during the last 24 hours, or at the end of the shift if they are experiencing any COVID-19 symptoms;
- A colour-coded entry pass (one for each day of the week) to be provided to the staff upon entry to represent fit to work employees;
- Mandatory site orientation meetings and safety toolbox talks for site employees to be conducted prior start of work activities;
- Security personnel must be provided with specialized PPE (gloves and FFP2 / Surgical masks);
- Security personnel must ensure that hand cleaning measures are enforced i.e. all employees and visitors entering the site must have their hands sanitized with an alcohol-based hand sanitizer that contains at least 60- 95% alcohol;
- Emergency preparedness plan to be coached to all security personnel;
- Medical infrared forehead Thermometer must be issued - Security to scan any person at gate for fever (>38 C);
- Visitors will be subjected to a declaration questionnaire. No access for visitors unless pre-arranged with relevant party;

- For deliveries there must be communication protocol between security and relevant party;
- Occupational Medical Practitioner / Medical personnel must be on standby to assist with possible reported cases;
- Security personnel must also be trained and assessed on COVID-19 competency, the security must be able to demonstrate the rules, pre-cautions relating to COVID-19.

B3.4.4 Site Office

- Identify typical visitors list and limit their access into the site office. Tasks that can be addressed outside (e.g. dropping of forms etc.) or at a different location to be encouraged;
- Place signage at the entrances for restricted access;
- Develop checklist of all commonly used items (doorknobs, chairs, furniture etc.) and surfaces to be cleaned periodically by sanitizer solution by housekeeping staff. The site Safety Officer to ensure procedural compliance;
- Site office to be disinfected prior and post completion of work on a daily basis;
- Disposable wipes must also be used so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use;
- Cleaners must be provided with specialised PPE
- Hygiene products must be made available to ensure that employees are able to prevent the spread of COVID-19;
- Sharing of commonly used items including pens, computer equipment, etc. to be avoided. All equipment must be sanitised prior to use;
- Meeting rooms to limit attendance of staff for safe distancing norms.

B3.4.5 Use of facilities designated for eating purposes (Canteens)

- Staggered lunch hours to reduce the number of employees in the facility at the same time;
- An individual to be deployed to control the number of employees entering the facility to encourage social distancing;
- Food must be consumed at designated areas only ensuring safe distancing;
- Appropriate signage to be put in place to create COVID-19 safety awareness;
- Seating arrangements to be modified complying with safe distancing norms;
- Tables, microwaves and other commonly handled items must be regularly cleaned and disinfected;
- Kitchen utensils and surfaces which gets frequently in contact must be regularly cleaned and sanitised prior and after use.

B3.4.6 Site Sanitation Measures and Ablution Facilities

- Hand-sanitizers to be provided. Hand wash sinks to be provided with clean running water and paper towels at all high traffic areas and one at the construction zone, and designated areas including storage areas. Foot operated waste bins in all toilets and site offices to be provided;
- Discharge from the sinks not to be done in the open, it should be either piped to a covered drain or collected in a container which must be removed and discharged periodically into covered drains prior to flooding;

- The number of employees to use ablution facilities to be limited to ensure safe distancing. Signage to be installed outside the facilities mentioning capacity for use at a given time.
- Toilet facilities and fixtures to be disinfected by maintenance / housekeeping staff regularly and documented in procedure checklist to ensure compliance;
- Ablution facilities must be inspected every start of shift to refill soap dispensers;
- Emergency COVID-19 numbers to be displayed at the waiting place or notice boards.

B3.4.7 Construction areas

- Daily work to be pre-planned and work areas organised into zones to ensure safe distancing norms are followed. Number of employees to also be restricted in a defined zone to a possible extent;
- Tools, equipment, PPE's to be disinfected prior to start / end of daily work;
- Shuffling of employees' operating equipment or working in any other area of the zone to be avoided;
- Operators must be well trained, and provided with an alcohol-based hand sanitizer that contains at least 60- 95% alcohol;
- Disinfect machine cabs during shift change;
- Employees must be allowed routine rest to avoid deoxygenating and to work shifts to limit prolonged exposure.

B3.4.8 On-site Medical Infrastructure

- Temporary isolation rooms and rest rooms to be created at site for employees who may develop COVID-19 symptoms while at site;
- Necessary tie-ups with nearest hospitals to be made for treatment of COVID-19 affected patients;
- The COVID-19 Safety Coordinator and site Safety Officer at a minimum to be provided training in handling and isolating any affected employees at the site per statutory guidelines.

B3.4.9 Material Management

- Loading / unloading zones to be clearly identified with limited items to concerned staff only;
- All vehicles entering or exiting the site to be disinfected;
- The delivery staff should go through the site access procedure;
- To the extent possible, shipment documents to be reviewed and validated in digital formats to avoid physical exchange of paperwork;
- Unloaded delivery to be disinfected prior to keeping in store. In case the delivery item cannot be disinfected, the item to be stored in a separate area. Storage areas to be disinfected daily;
- Construction waste to be removed from site in covered containers / vehicles.

B3.4.10 Personal Protective Equipment (PPE)

- All employees working on site must be provided with specialised PPE;
- Specialized PPE must be monitored and replacements must be ordered in time and distributed to where needed;
- Awareness regarding the dangers of hand sanitizers and open flames must be done;
- Proper disposal of used PPE after must be done. Green bins must be put in place with additional disposal boxes to be placed where employees can dispose of the used PPE;
- Correct PPE to be used at all times

B3.4.11 Training and Awareness

- Agreements with contractors to include clause to provide required trainings, PPE, other infrastructure to ensure COVID-19 safety compliance as per contract requirements;
- Contractors to update their safety induction, orientation, regular training programmes to include topic of COVID-19 safety for construction workers;
- COVID-19 safety trainings to also be conducted at predefined frequency;
- Documentation including training logs to be maintained for all trainings conducted and be readily available for review upon request.

Train employees on:

- The signs and symptoms of COVID-19 and an explanation of how the disease is potentially spread, including the fact that infected people can spread the virus even if they do not have symptoms;
- All policies and procedures that are applicable to the employee's duties as they relate to potential exposures to SARS-CoV-2. It is helpful to provide employees with a written copy of those standard operating procedures;
- Information on appropriate social distancing and hygiene practices, including:
 - Avoiding physical contact with others and maintaining a distance of at least 1metre from customers and other individuals;
 - Appropriate cleaning practices (i.e., washing hands frequently with soap and water for at least 20 seconds, or, if soap and water are not immediately available, using alcohol-based hand sanitizer that contains at least 60% alcohol and rubbing hands until they are dry; sanitizing all surfaces workers will touch);
 - The proper way to cover coughs and sneezes following CDC recommendations (i.e., sneezing or coughing into a tissue or into the upper sleeve);
 - Alternatives to shaking hands upon entry, and the importance of workers not touching their own faces (mouth, nose, eyes);
 - The benefits of driving to work sites or parking areas individually, when possible, without passengers or carpools.
- The types, proper use, limitations, location, handling, decontamination, removal, and disposal of any PPE being used;
- The importance of staying home if they are sick;
- Wearing masks over their noses and mouths to prevent them from spreading the virus;
- The need to continue using other normal control measures, including PPE, necessary to protect workers from other job hazards associated with construction activities;
- The need to report any safety and health concerns.

B3.4.12 Reporting

- Daily, weekly, monthly reports, senior management meetings to include status of COVID-19 safety compliances including information pertaining to worker screening (e.g. No. of employees screened at different pre-identified locations, details of workers suspected to have symptoms);
- All meetings of the project team may be mandated to start with the status of COVID-19 safety compliance highlighting importance of worker safety.

B3.4.13 COVID-19 Measures

- Employees who are well but who have a sick family member at home and/or have been in close contact with a person with COVID-19 must stay home and notify their supervisor;
- If an employee is confirmed to have COVID-19, the company must inform fellow employees of their possible exposure to COVID-19 in the workplace while maintaining confidentiality;
- If an employee is diagnosed with COVID-19, they must stay home and quarantine themselves for 14 days;
- The company must monitor and respond to absenteeism at the workplace;
- Personnel must be cross-trained to perform essential functions so that the workplace is able to operate if key staff members are absent.

ANNEXURE S

PRICING DATA

Pricing Instructions

1. The Bill of Quantities is for this tender is divided into two parts which deal separately with the different works of this tender, namely: (i) Construction of storm-water control system (TGPWRANDFC2);
(ii) Construction of covered walkways (TGPWRANDFC3).
2. The separate Bill of Quantities shall be totalled separately and the sum of the totals should be combined and presented in the form of offer.
3. The General 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.
4. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
5. Although the Bidder 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 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.
6. 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.
7. 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 Engineering Quantities. 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 Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
8. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
9. 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 Bid is based.
10. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

11. A price or rate MUST be entered against each item in the Schedule of Quantities, whether the quantities are stated or not.
12. The Bidder 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 bidden rates shall apply should work under these items actually be required.
13. The bidden 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.

14. 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 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.
15. Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.
16. Payment for the Labour-Intensive Component of the Works:
 - a. Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
 - b. Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.
 - c. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
17. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data. The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

18. 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 Standardised, Project or Particular Specifications
Quantity	The number of units of work for each item
Rate	The payment per unit of work at which the Bidder bids to do the work
Amount	The quantity of an item multiplied by the bid rate of the (same) item
Provisional Sum	An amount bid 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

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

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

Bill of Quantities

The following SABS and/or SANS Standardised Specifications for civil engineering and structural engineering construction are applicable:

SABS 1200 A	:	General (1986)
SABS 1200 AB	:	Engineer's office (1986)
SABS 1200 AH	:	General (structural)
SABS 1200 C	:	Site clearance (1980)
SABS 1200 DB	:	Earthworks (Pipe Trenches)
SABS 1200 DM	:	Earthworks (Roads, Subgrade)
SABS 1200 G	:	Concrete (Structural)
SABS 1200 H	:	Structural Steelwork
SABS 1200 HB	:	Cladding and Sheeting
SABS 1200 HC	:	Corrosion Protection of Structural Steelwork
SABS 1200 LB	:	Bedding (Pipes)
SABS 1200 LE	:	Stormwater Drainage
SABS 1200 M	:	Roads (General)
SANS 2001:2012	:	Construction works Part CC1: Concrete works (structural)
SANS 2001:2007	:	Construction works Part CC2: Concrete works (minor works)
SANS 10100-2:2014	:	Materials and execution of work
SANS 10162:2011	:	The structural use of steel