



WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

CONSTRUCTION OF MAJAZI LANDFILL SITE PHASE 1 - PERIMETER FENCE

CONTRACT NUMBER : WMM LM 0015 FMLS

TENDERER :

CLOSING DATE : 24 APRIL 2023

CLOSING TIME : 12 NOON

PREPARED BY:



Ziinzame Consulting Engineers (Pty) Ltd
No. 25 Falcon Street
Southernwood
MTHATHA
5099

CONTACT PERSON

Ms N Mbiyozo
Tel No.: 047 531 0269

PREPARED FOR:



The Municipal Manager
Winnie Madikizela-Mandela Local Municipality
51 Winnie Madikizela Street
BIZANA
4800

CONTACT PERSON

Mr V Nontanda
Tel No.: 039 251 0230



CONTENTS

TENDER DOCUMENT CHECKLIST

THE TENDER

PART T1 TENDERING PROCEDURE

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

PART T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE SCHEDULES

T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA DATA

- C1.1 FORM OF OFFER AND ACCEPTANCE
- C1.2 CONTRACT DATA
- C1.3 PERFORMANCEBOND

PART C2: PRICING INSTRUCTIONS

- C2.1 PRICING INSTRUCTIONS
- C2.2 BILL O F QUANTITIES

PART C3: SCOPE OF WORK

- C3.1 DESCRIPTION OF THE WORKS
- C3.2 ENGINEERING
- C3.3 PROCUREMENT
- C3.4 CONSTRUCTION
- C3.5 MANAGEMENT

PART C4: SITE INFORMATION

ANNEXURES

ANNEXURE A: HEALTH & SAFETY SPECIFICATION

ANNEXURE B: ENVIRONMENTAL MANAGEMENT PLAN

ANNEXURE C: DRAWINGS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

Page	Ref	Description	Included (Y/N)
		All pages requiring signatures signed by the Tenderer	
	MBD1	Correct Tender Offer Amount carried forward to Form MBD1	
	C1.1	Form of Offer duly completed	
	C1.2	Contract Data: Part 2 – Data provided by Contractor	
	C2.2	Bill of Quantities	
		Sign and date Final Summary	
		Completed in BLACK INK only	
		Corrections crossed out and initialled	
	T2.1	All Returnable Documents and Schedules submitted	
	1A.	Joint Venture Disclosure Form (where applicable).	
	1B.	Compulsory Enterprise Questionnaire.	
	1C.	Record of Addenda to Tender Documents.	
	1D.	Proposed Amendments and Qualifications.	
	1E.	Schedule of Subcontractors.	
	1F.	Schedule of Plant and Equipment.	
	1G.	Schedule of Tenderer's Experience (not for Winnie Madikizela-Mandela Local Municipality)	
	1H.	Schedule of Tenderer's Experience (for Winnie Madikizela-Mandela Local Municipality)	
	1I.	Contractors key Personnel and detailed CV's	
	1J.	Health and Safety plan	
	1K.	Detailed Preliminary Programme	
	1L.	Schedule of estimated monthly expenditure	
	1M.	Detailed Methodology	
	T2.2	Other documents required only for tender evaluation purposes	
	2A.	Certificate of Contractor Registration issued by the Construction Industry Development Board.	
	2B.	Tax Clearance Certificate (MBD 2).	
	2C.	Where the tendered amount inclusive of VAT exceeds R 14 million:	
	2D.	Certificate of Tenderer's visit to the site.	
	2E.	Certificate of Authority for Signature.	
	2F.	Alterations by Tenderer.	
	2G.	Surety and Bank Details.	
	2H.	Company Composition.	
	2I.	Declaration of Interests (Kinship, Relationship with persons employed by Winnie Madikizela-Mandela Local Municipality).	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	2J.	Declaration of Interest (in the Service of the State) (MBD 4).	
	2K.	Company Profile	
	2L.	Certified copies of identity document for directors	
	2M.	Specific Goals	
	2N.	Declaration (Validity of Information Provided).	
	2P.	Preferential procurement	
	2Q.	Declaration certificate for local production and content	
	2R.	Preference points claim form in terms of preferential procurement Regulations 2001	
	2S.	Current commitments schedule	
	2T.	Proof of goodstanding with municipal accounts	
	2U.	Method statements	
	2V.	Record of addenda to tender document	
	2W.	Declaration for procurement above R 10 million	
	2X.	Central Supplier Database Registration	
	2Y.	Bank rating	
	2Z.	Joint venture agreement	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



THE TENDER

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T1.1 TENDER NOTICE AND INVITATION TO TENDER



WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY ADVERT

PROJECT NAME	CONTRACT NUMBER	CID	CLOSING DATE
1. Fencing of Majazi Landfill Site	WMM LM 0015 FMLS	4SQ	24 April 2023 @ 12h00pm

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested to submit their proposals to tender for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za)

Bids should score a minimum of 70% in order to be considered for further evaluation.

The bids will be evaluated on the **80/20** preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months),
- Proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 6.2, MBD 6.4, MBD 8 and MDB 9
- A Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed list of Municipal Accounts that the institution has and proof that they all do not have outstanding amounts more than 30 days on the day of the tender closing
- Evaluation Criteria: 80= Price, 20= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner

Advert Date: 31st March 2023

Closing Date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than the date and time stated above after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above. There is no tender briefing

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Mr. V. Nontanda at (066 260 9162), email: nontandav@mbizana.gov.za during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (079) 886 0942, email: khalaz@mbizana.gov.za during working hours

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Mr. L. Mahlaka
Municipal Manager

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



Letter of Consent

The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid. I/we _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: _____

Date: _____

Name of the Witness

Signature:

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

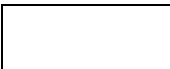


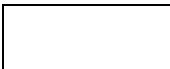
Evaluation criteria:

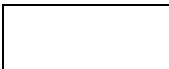
Pre-qualification criterion 100 Points-

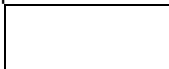
CONSTRUCTION OF MMAJAZI LANDFILL SITE PHASE 1 - PERIMETER FENCE PRE- QUALIFICATION FUNCTIONAL ASSESSMENT –POINT SCORING	
DESCRIPTION /CRITERIA	Maximum Allowed points
1. Expertise	30 points
Contracts Manager has 5 or more years experience in fencing, LIC and a minimum of NQF Level 5 in built environment (attach CV and Qualifications to get points) ID Copy must be certified	10 Points
Site Agent has between 3 to 6 years experience in fencing NQF Level 5 (attach CV and Qualifications) ID Copy must be certified	10 Points
Health and Safety Officer has between 1 to 3 years' experience in a role as Safety Officer with SAMTRAC Qualification OR Equivalent (attach CV and Qualifications) ID Copy must be Certified	10 Points
2. Experience	60 points
Three (03) Completed similar projects with a value equal to or greater than R2 000 000 (Two million) 20 points per project (Appointment letter, completion certificates signed by Client and Municipal Agent and Reference Letter issued within 3 months from the date of advert). Unsigned completion letter will not be accepted.	60 Points
3. Methodology & Preliminary programme	10 Points
Methodology Methodology should clearly state the Site Establishment and Carrying out the works (1 point) , Quality control (1 point) Cash Flow (1 point) and the Organogram of the Team Members (2 points)	05 Points
Preliminary programme Gantt type or similar with start and end dates, durations, work logic, milestones	05 points
Total for Functionality	100 Points

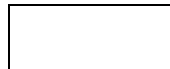
Bidders should score 70 out of 100 to proceed to second stage. Evaluation criteria will be 80/20.

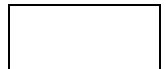

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	WMM LM 0015 FMLS	CLOSING DATE:	24 APRIL 2023	CLOSING TIME:	12H00pm
DESCRIPTION	FENCING OF MAJAZI LANDFILL SITE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS					
TENDERS.SCM@MBIZANA.GOV.ZA for tenders above R200 000 inclusive of VAT					
OR					
QUOTES.SCM@MBIZANA.GOV.ZA for quotations below R200 000 but above R30 000 inclusive of VAT					
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:	
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	☐ Yes ☐ No		MILITARY VETERAN		☐ Yes ☐ No
[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]					

Contractor

Witness 1

Witness 2

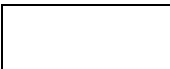
Employer

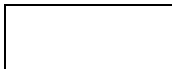
Witness 1

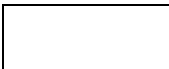
Witness 2

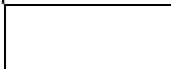


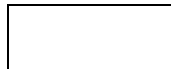
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE R
SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT	CONTACT PERSON
CONTACT PERSON	TELEPHONE NUMBER
TELEPHONE NUMBER	FACSIMILE NUMBER
FACSIMILE NUMBER	E-MAIL ADDRESS
E-MAIL ADDRESS	

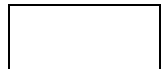

 Contractor


 Witness 1


 Witness 2


 Employer


 Witness 1


 Witness 2



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see www.cidb.co.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
F.1	GENERAL
F.1.1	Actions <i>Add the following:</i> The Employer is the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY , represented by the Municipal Manager.
F.1.2	Tender Documents <i>Add the following:</i> "The following documents form part of this tender: VOLUME 1: The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za . VOLUME 2: SABS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African Bureau of Standards. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za . Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	The contract documents issued by the Employer comprise: VOLUME 3: The Contract Document (this document), in which is bound: The Tender Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules The Contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Occupational Health and Safety Agreement C1.5 Contract and Temporary Employment as Community Liaison Officer Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of Quantities Part C3: Scope of work C3 Scope of work Part C4: Site information C4 Site information Volume 3 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting a tender offer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

 F.1.4	Communication and employer's agent Add the following: Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer and Employer's Agent in writing to tenderers will be regarded as amending the Tender Documents. The employer's agent is: Firm: Ziinzame Consulting Engineers (Pty) Ltd Address: No. 25 Falcon Street Southernwood Mthatha 5099 Tel: (047) 531 0269 E-mail: admin@ziinzame.co.za The language for communication is English.
F.1.5	The Employer's right to accept or reject any tender offer Add the following:
F.1.5.3	The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.
F.1.6.2	Competitive negotiation procedure Add the following to F.1.6.2 A competitive negotiation procedure will not be followed.
F.1.6.3	Proposal procedure using the two-stage system Add the following to F.1.6.3 A two-stage system will not be followed
F.2	TENDER'S OBLIGATION F.2.1 Eligibility Add the following to F.2.1.1: F.2.1.1 Only those tenderers who have in their employee management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such members satisfy the eligibility requirements. Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: Company Experience in Fencing projects In order to be considered for an appointment in terms of this tender, Tenderer must have completed a palisade fence installation project of value equal to or exceeding R 2 million in the last 10 years



F.2.1.1.2

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

Details of roads related projects & supporting information must be entered in **Form C** of the Returnable Schedules. Copies of Completion Certificates and appointment letters must be attached, in order to qualify for this tender.

Failure to comply with the requirements or to complete Form C will render the tender non-responsive.

Construction Industry Development Board (CIDB) Registration

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

Joint Ventures are eligible to submit tenders provided that their joint grading is equivalent to a 4SQ class grading or higher.

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

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.

4. At least one of the Joint Venture Partners are to be in possession of NQF Level 5 Qualification as defined in Section C

c] Key Personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have in its employment the following key personnel who comply with the following minimum requirements:

- A suitably qualified and experienced **Contracts Manager** who will be the single point accountable and responsible person for the full time management of the construction works on site, who has a minimum of five (5) years' experience in road project(s) and LIC NQF 5.
- **A suitably qualified and experienced Site Agent who will be the single point accountable and responsible person for the full time management of the construction works on site, who has a minimum of five (5) years' experience in public funded fencing projects, with EPWP and LIC components**
- A suitably qualified and experienced full time **Construction Health and Safety Officer** to manage the Contractor's health and safety obligations on site who has a full SAMTRAC certificate

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

	Details of key personnel and their relevant information must be entered in Form J of the Returnable Schedules. Copies of CV's and certificates of qualifications and professional registration must be attached, in order to qualify for this tender. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Form J with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. Failure to comply with the requirements or to complete Form J will render the tender non-responsive. d] Addenda Failure to apply instructions contained in Addenda will render a tenderer's offer non-responsive in terms of Condition of Tender
F.2.7 F.2.9 F.2.13 F.2.13.5	Clarification meeting <i>Add the following:</i> The arrangements for a compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Insurance <i>Add the following:</i> The employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract. Submitting a tender offer <i>Add the following to F.2.13.5</i> All Tenders must be emailed to tenders.scm@mbizana.gov.za by not later than 12h00 on the 24th of April 2023 at which they will be opened. All tenders must be clearly marked "Name of the project and Reference number indicated below". CONSTRUCTION OF MMAJAZI LANDFILL SITE PHASE 1 - PERIMETER FENCE WMM LM 0015 FMLS
F.2.13.6	<i>Add the following to F.2.13.6</i> A two-envelope system as outlined in F.3.5.1 will NOT be followed
F.2.15 F.2.15.1 F.2.16 F.2.16.1 F.2.17	Closing time <i>Add the following to F.2.15.1:</i> The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile tender offers will not be accepted Only emailed tender offers will be accepted. Tender offer validity <i>Add the following to F.2.16.1</i> The tender offer validity period is 90 days Clarification of tender offer after submission

	Add the following to F.2.17: A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.
F.2.18	Provide other material
F.2.18.1	Add the following to F.2.18.1: Provide, on written request by the Employer, where the tendered amount inclusive of VAT exceeds R 10 million: i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; iv) a statement indicating whether any portion of the goods or services are expected
	to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.
F.2.23	Certificates
F.2.23.1	Add the following: The tenderer is required to submit the following: Tax Clearance Certificate Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.
F.2.23.2	Bargaining Council Certificates Where applicable, a certificate of compliance issued by the relevant Bargaining Council. Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.



F.3	EMPLOYERS UNDERTAKINGS								
F.3.2	Issue Addenda Add the following to F.3.2: Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.								
F.3.4	Opening of tender submissions Add the following to F.3.4.1:								
F.3.4.1	The time and location for opening of the tender offers is: Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date. Location: Winnie Madikizela-Mandela Local Municipality, 51 Winnie Madikizela, Bizana, 4800.								
F.3.8	Test for responsiveness Add the following: Tenders will be considered non-responsive if, inter alia: - the tender is not in compliance with the Scope of Work; - the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.1.2 above; - the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;								
F.3.11	Evaluation of tender offers The method for the evaluation of responsive tenders is Method 1 (Financial Offer, and Preference). The following formula will be used to calculate the total number of tender evaluation points: $T_{EV} = N_{FO} + N_p$ The procedure for the evaluation of responsive tenders is Method 2 <table border="1"> <thead> <tr> <th></th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>Price Component</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>Total evaluation points</td><td>100</td></tr> </tbody> </table>		Maximum number of tender evaluation points	Price Component	80	SPECIFIC GOALS	20	Total evaluation points	100
	Maximum number of tender evaluation points								
Price Component	80								
SPECIFIC GOALS	20								
Total evaluation points	100								



POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

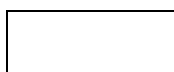
In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

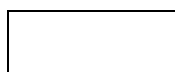
(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

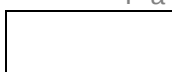
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



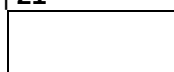
Contractor



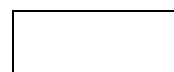
Witness 1



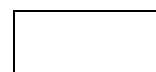
Witness 2



Employer



Witness 1



Witness 2



F.3.11.3

Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

Scoring Financial Offers

F.3.11.7

The financial offer will be scored using Formula 2 (option 2) where the value of W_1 is:

The financial offer will be scored using the following formula: $N_{FO} = W_1 \times A$

Scoring financial offers

The value of W_1 is:

- 1] 90 where the financial value, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000.00; or
- 2] 80 where the financial value, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000.00.

The value of A will be calculated utilising Formula 2 (Option 1):

$$A = [1 - (P - P_m) / P_m]$$

Where P is the comparative offer of the tender offer under consideration and P_m is the comparative offer of the most favourable comparative offer.

In the event that the calculated value is negative, the allocated score shall be zero [0].

The applicable formula for this tender will be

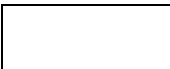
The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

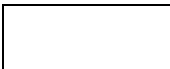
$$P_s = 80 \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

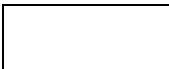
Where-

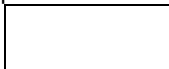
- P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{min} = Price of lowest acceptable tender.

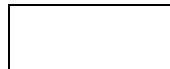
No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

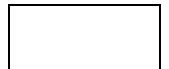

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



F3.1.10

Add the following new subclause:

Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) reasonableness of the Contract Participation Goals tendered
- d) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F.3.12

Full insurance to be provided by the Contractor. The contractor must provide the employer with the insurance policy information and certificates prior to the commencement of the contract.

F.3.13

Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1

Tender offers will only be acceptable if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) or SARS pin and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.17	a) Tenderers must be registered on the Central Supplier Database at National Treasury prior to the Award of a tender and the Tenderer's Tax Status must be compliant (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database); b) Tenderers must submit proof of registration with the Bargaining Council (BCCEI). Good standing will be required within 21 days of tender award. c) the tenderer must be registered with the Construction Industry Development Board in an appropriate contractor grading designation (CE) (All parties to submit this information in the case of a Joint Venture); d) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not abused the Employer's Supply Chain Management System; f) the tenderer has not failed to perform on any previous contract with the Employer; g) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable; h) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory); i) the tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture); j) has completed and signed all SBD Forms (SBD1; SBD4; SBD6.1; SBD6.2; SBD8; SBD9) k) all relevant certified information is submitted with the Tender; l) all other Tender Conditions are complied with. m) Tenderers are to meet the minimum eligibility requirements specified in Clause F2.1 n) Tenderers must have attended the compulsory Briefing Meeting and have signed the Attendance Register, otherwise their Tender will be eliminated. . Add the following: "Acceptance of the tender offer will be subject to the provisions of Clause F.1.5.1 and F.2.1." Note that the successful Tenderer will be required to submit a valid Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award. Provide copies of the contract Add the following: The number of paper copies of the signed contract to be provided by the Employer is one.
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F.4 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender,; Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

F.4.2 Eligibility with respect to expanded public works programme

This Contract will conform to the guidelines for the Expanded Public Works Programme project.

F.4.3 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.

- 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

- 5) Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

F.4.4 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.5 Community liaison officer

The contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the ISD Officer / Social Facilitator appointed by the Employer. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC.

The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The contractor will provide office and stationery to the CLO to be able to perform his or her duties.

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The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the contractor. Remuneration of the CLO R6 000 per month for the period of employment and will change in accordance with change in rates from the Department of Labour. A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the contractor. The Terms of reference for the CLO shall be provided by the ISD Consultant.

F.4.6 Labour intensive construction/use of local labour

It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive construction systems in order to provide the local community with employment opportunities. The daily rate for unskilled labour will be R 200.

F.4.7 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

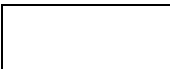
F.4.11 Price variations

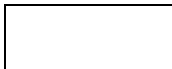
The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract any additional period that the contract will be extended by including any period of undue extension.

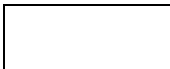
F.4.14 Requests for contract documents, or parts thereof, in electronic format

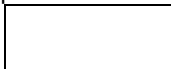
The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

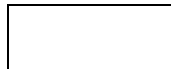
- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

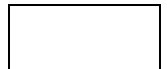

Contractor


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Witness 2


Employer


Witness 1


Witness 2



- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- (g) The Tenderer must make provision in his tender for all labour, materials, construction equipment, temporary works, supervision, office overheads, profit, all statutory taxes and duties and everything else which is required to execute the works in accordance with the tender document, adopting labour intensive construction methodology and applicable legislation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART T2 RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- A. Joint Venture Disclosure Form (where applicable);
- B. Compulsory Enterprise Questionnaire;
- C. Record of Addenda to Tender Documents;
- D. Proposed Amendments and Qualifications;
- E. Schedule of Subcontractors;
- F. Schedule of Plant and Equipment;
- G. Schedule of Tenderer's Experience (not for Winnie Madikizela-Mandela Local Municipality);
- H. Schedule of Tenderer's experience for Winnie Madikizela-Mandela Local Municipality;
- I. Contractors Key Personnel and Detailed CV's(including NQF Qualification);
- J. Health and Safety Plan;
- K. Detailed Preliminary Program;
- L. Schedule of Estimated Monthly Expenditure;
- M. Detailed Methodology;

2. Other documents required only for tender evaluation purposes

- 2A. **Certificate of Contractor Registration issued by the Construction Industry Development Board;**
- 2B. **Tax Clearance Certificate (MBD 2);**
- 2C. **Audited financial statements**

Where the tendered amount inclusive of VAT exceeds R 10 million:

- **Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;**
- **Certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;**
- **Particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;**
- **A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic;**

- 2D. **Certificate of Tenderer's**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



visit to the site;	
2E. Signature;	Certificate of Authority for
2F.	Alterations by Tenderer;
2G.	Surety and Bank Details;
2H.	Company Composition;
2I. (Kinship, Relationship with persons employed by WMMLM);	Declaration of Interests
2J. the Service of the State) (MBD 4);	Declaration of Interest (in
2K. current and latest projects);	Company Profile (include
2L. document for directors;	Certified copies of identity
2M. Information Provided).	Declaration (Validity of
2N. bid determination (MBD 9)	Certificate of independent
2O.	Preferential procurement
2P. local production and content	Declaration certificate for
2Q. form in terms of preferential procurement Regulations 2001	Preference points claim
2R. schedule	Current commitments
2S. municipal accounts	Proof of goodstanding with
2T.	Method statement
2U. tender document	Record of addenda to
2V. procurement above R 10 million	Declaration for
2W. Registration	Central Supplier Database
2X.	Bank rating
2Y.	Joint venture agreement

3. Other documents that will be incorporated into the contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.1 Offer and Acceptance;

C1.2 Contract Data (Part 2);

C1.9 Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act 1993 (Act No 85 of 1993 As Updated In Gov. Gazette 7721 Of 18 July 2003);

C1.10 Agreement In Terms Of The Occupational Health And Safety Act 1993
(Act No. 85 Of 1993, As Updated In Government Gazette 7721 Of 18 July 2003);

C1.11 Certificate Of Authority For Signatory To Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C1.12 Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C2.2 Bill of Quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2 RETURNABLE SCHEDULES

1A. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) The contributions of capital and equipment
 - b) Work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) Work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....

- c) Physical address

- d) Telephone

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

.....
Contractor

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2



6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....
.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....
.....

(c) Signing, co-signing and/or collateralising of loans

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT DESIGNATION	FUNCTION /	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER AFFIRMABLE VENTURE PARTNERS	EX JOINT	NUMBER AFFIRMABLE VENTURE PARTNERS	EX JOINT	NON- JOINT

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise.

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

*insert separate page if necessary

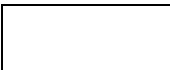
Section 7: Record of spouses, children and parents in the service of the state

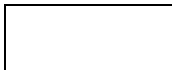
Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any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

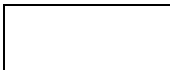
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department,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

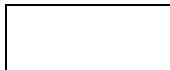
Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

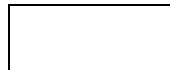
*insert separate page if necessary

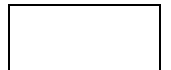

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1C. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed Date

Name Position

Enterprise
name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed Date

Name Position

Enterprise
name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1E. SCHEDULE OF SUBCONTRACTORS

With regard to Clause 4.4 of the General Conditions of Contract:

The tenderer shall list below at least two (2) special items of work on this Contract on which he intends to subcontract and the names of the subcontractors will be supplied from Winnie Madikizela-Mandela Local Municipality's SMME data base.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Special Item of Work	Estimated amount of work (R)
1.		
2.		
3.		
4.		

Signed Date

Name Position

Enterprise
name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1F. SCHEDULE OF PLANT AND EQUIPMENT

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment. Proof of ownership or hiring shall be attached to ensure adequate completion of this tender document.

ITEM	DESCRIPTION/SIZE/CAPACITY	QUANTITY (No)
OTHER:		
1.		
2.		
3.		

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

Signature of Tenderer:

Date:

Commissioner of Oaths Signature..... Date.....	Official Stamp
---	------------------------------

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SCHEDULE OF TENDERER'S EXPERIENCE (not for Winnie Madikizela-Mandela Local Municipality)

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer. . Copies of completion certificates and/or reference letters to be included

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

Signature of Tenderer:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SCHEDULE OF TENDERER'S EXPERIENCE (for Winnie Madikizela-Mandela Local Municipality)

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer. Copies of completion certificates and/or reference letters to be included.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

Signature of Tenderer:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



11. CONTRACTORS KEY PERSONNEL & DETAILED CV'S (including NQF Qualification)

The bidder must state below the key management staff he intends using for this contract and attach relevant detailed CV's indicating their previous experience. This information shall be deemed to be material to the adjudication of the Contract.

Failure to complete this Schedule *and provide proof of NQF Qualification* may result in the Tender being non responsive.

POSITION	NAME	ROADS REPAIRS AND RELATED EXPERIENCE (YEARS)
		GENERAL
Contracts Manager		
Site Agent		
Safety Officer		

Signature of Tenderer:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1J. HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

Signature of Tenderer:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1K. DETAILED PRELIMINARY PROGRAMME

The Tenderer shall attach a ***detailed and realistic preliminary programme*** to this page, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in bar chart format and shall indicate the critical path(s) of the project. In particular, the Tenderer shall indicate the point where he/she intends commencing the work and the direction in which the work will proceed.

The programme shall be in accordance with the information provided in Form 1F: Schedule of Construction, Plant, Form 1L: Schedule of Estimated Monthly Expenditure, the Bill of Quantities, and with all other aspects of the tender documents.

Failure to supply a realistic preliminary programme may prejudice the Tender.

Signature of Tenderer:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1L. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tender unit rates, in the table below. The amounts for Contingencies, Dayworks and Contract Price Adjustment shall not be included.

MONTH	VALUE (INCLUSIVE OF 15% VAT)	CUMULATIVE VALUE
1		
2		
3		
4		
5		
6		

Signature of Tenderer:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1M. DETAILED METHODOLOGY

The Tenderer shall attach a **detailed and realistic methodology** to this page, reflecting the understanding of the works and tempo of execution of the various activities comprising the work for this Contract.

Failure to supply a methodology may prejudice the Tender.

Signature of Tenderer:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1N: PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL (BCCEI)

Tenderers must attach to this page, **proof of registration** with the Bargaining Council. Good Standing will be required within 21 days of tender award.

(reference Government Gazette No.37750: All Civil Engineering Contractors on CIDB grading 3CE or higher must be registered with the Bargaining Council for the Civil Engineering Industry and submit proof of registration and good standing as part of Returnable Schedules).

In the case of Joint Ventures, proof must be provided for each partner.

Note: Failure to submit proof of valid registration will deem the tender to be Non-Responsive

Signature of Tenderer:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY BOARD (CIDB)

Please affix copy of CIDB Certificate to this page or write CRS number.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2B. TAX CLEARANCE REQUIREMENTS (MBD 2)

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AUDITED FINANCIAL STATEMENTS - WHERE THE TENDERED AMOUNT INCLUSIVE OF
VAT EXCEEDS R10 MILLION**

- **Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;**
- **Certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;**
- **Particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;**
- **A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2D. CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that, I

representative of (Tenderer)

of (address)

Telephone number:

Fax number:

in the company of (Engineer's representative)

visited and examined the site on (date)

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

TENDERER'S REPRESENTATIVE: (Signature)

(Name)

ENGINEER'S REPRESENTATIVE: (Signature)

(Name)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

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

Mr/Mrs....., whose signature appears below, has been duly authorised

to sign all documents in connection with the Tender for Contract No. and any Contract that may arise there from on behalf of (name of Tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2F. ALTERATIONS BY TENDERER

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

PAGE	CLAUSE OR ITEM	DESCRIPTION

Signature of Tenderer:.....

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2G. SURETY AND BANK DETAILS

SURETY DETAILS

The Surety we intend providing is from

Contact Person

Contact Telephone numbers

Type of Surety

BANK DETAILS

Bank Name

Account Number

Account Type

Contact Person

Tel No.

Fax No.

Address

.....

Signature of Tenderer:.....

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



GENERAL

[illegible]

Date:

Page 10

Contractor

Page 10

Witness 1

Witness 2

11/11/2019

Employer

Witness 1

11

Witness 2



MBD 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, hareholder²):.....

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.

¹MSCM 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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	State Employee Number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

.....

..

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Page 10

Contractor

Witness 1

Witness 2

Employer

Page 10

Witness 1

11

Witness 2



(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and targeted goals.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



IN RESPECT OF BID NO.

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

NB

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 6.4

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2001
LOCAL CONTENT OF PRODUCTS**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

- Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

SPECIFIC GOAL

POINTS ALLOCATED

The stimulation of the S.A economy by procuring locally Manufactured products.

.....

- Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.
- “Local content”** means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, provided that local manufacture does take place.
- “Imported content”** means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed.

Yes / No

7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

WITNESSES:

1.

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

2.

DATE:

.....
 Contractor

.....
 Witness 1

.....
 Witness 2

.....
 Employer

.....
 Witness 1

.....
 Witness 2



MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAMES)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS
 DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Js9141w 4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2K. COMPANY PROFILE

Please affix a Company profile to this page.

Signature of Tenderer:.....

Date:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



2L. CERTIFIED COPIES OF IDENTITY DOCUMENT FOR DIRECTORS

Please affix certified copies of identity document for directors to this page.

Signature of Tenderer:.....

Date:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



2M. SPECIFIC GOALS

Please affix the company's proof for attained on Specific Goals to this page.

Signature of Tenderer:.....

Date:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



2S: CURRENT COMMITMENTS SCHEDULE

[illegible]

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

11

Witness 2



2T: PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page:

- Proof that their business and directors are not in arrears for more than 30 days with municipal rates and taxes and municipal service charges for business premises used and the residential address. The latest municipal account statement is to be attached.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the this tender will no longer be considered for the award of the contract.

Attach latest municipal account statement to this page.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2U: METHOD STATEMENT

The Tenderer must attach a proposed work plan/method statement based on the scope of work and other information provided in the document which must briefly describe the following:

- (a) Construction procedures / methodology
- (b) Resources (personnel) to be used
- (c) Materials and plant to be used
- (d) Quality control measures
- (e) Storage of materials
- (f) Risk management
- (g) Health and Safety measures to be taken
- (h) Environmental control measures to be taken

The above information may be in the form a summary but should not exceed 10 pages.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2V: RECORD OF ADDENDA TO TENDER DOCUMENT

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

ADD No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Attach additional pages if more space is required.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**2W: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
 (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *** YES / NO**

3.1 If yes, furnish particulars

.....

.....

* Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *** YES / NO**

4.1 If yes, furnish particulars

.....

CERTIFICATION

(Please use block capitals when completing the section below)

I, THE UNDERSIGNED (NAME)

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

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

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

NAME:

POSITION:

*** Delete if not applicable**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2X: CENTRAL SUPPLIER DATABASE REGISTRATION

Name of Tenderer:

.....

Database Registration Number:

.....

Tenderer to attach a CSD Summary Report not older than 30 days from the tender closing date. No awards will be made to a tenderer who is not registered and compliant on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2Y: BANK RATING

The Tenderer shall attach hereto an original or certified copy of the bank rating, not more than 3 months old at the date of tender closing

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2Z: JOINT VENTURE AGREEMENT

The Tenderer must attach to this page a joint venture agreement, if applicable.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



THE CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C1: AGREEMENT AND CONTRACT DATA
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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



C1.1 Form of Offer and Acceptance

Schedule of Deviations

Notes:

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature of
witness

ONLY TO BE

For the Employer:

Signature(s)

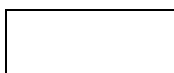
Name(s)

Capacity

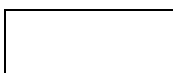
(Name and address of organization)
Winnie Madikizela-Mandela Local Municipality
Infrastructure Directorate
Operations and Maintenance
135 Winnie Madikizela
Flagstaff
4810

Name &
signature of
witness

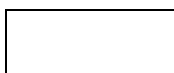
Date



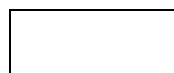
Contractor



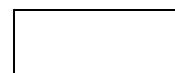
Witness 1



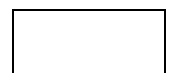
Witness 2



Employer



Witness 1



Witness 2



Confirmation of Receipt

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

the.....(day)

of(month)

20.....(year)

at(place)

For the Contractor:

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.2 Contract Data

Part 1: Data provided by the Employer

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtained from www.saice.org.za.

The pro-formas bound with the General Conditions of Contract for Construction Works, Third Edition, 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this document.

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

Where reference is made to the standard specifications in this contract, it shall mean the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials complete with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents in Part C3 : Section B : Project Specifications.

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, may be obtained / purchased from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

This COLTO Standard Specification may also be inspected, by appointment, at the offices of the Employer and the Consulting Engineer's during normal office hours.

Clause	Data
1.1	The terms Client, Principal Contractor, Contractor and Designer, as used in the Occupational Health and Safety Act – Construction Regulations are synonymous with the terms Employer, Contractor, Sub-Contractor and Engineer as defined in Clause 1.1 of the GCC 2015.
1.1.1.13	The Defects Liability Period is 365 days [measured from the date of the Certificate of Completion].

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	The time for achieving Practical Completion is 3 Months (tenderer to state the time for completion), inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days and the year-end breaks referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).										
1.1.1.15	The Employer is Winnie Madikizela-Mandela Local Municipality.										
1.1.1.16	The Employer's Agent is Ziinzame Consulting Engineers (Pty) Ltd, also referred to in the Contract as "ZCE" The Employer's Agent's address for receipt of communications is: <table border="0"> <tr> <td>Physical address:</td> <td>Postal Address:</td> </tr> <tr> <td>25 Falcon Avenue,</td> <td>Private Bag X 6043,</td> </tr> <tr> <td>Southernwood</td> <td>Mthatha</td> </tr> <tr> <td>Mthatha</td> <td>5100</td> </tr> <tr> <td>5100</td> <td></td> </tr> </table> Tel No: 047 531 0269 e-mail: admin@ziinzame.co.za	Physical address:	Postal Address:	25 Falcon Avenue,	Private Bag X 6043,	Southernwood	Mthatha	Mthatha	5100	5100	
Physical address:	Postal Address:										
25 Falcon Avenue,	Private Bag X 6043,										
Southernwood	Mthatha										
Mthatha	5100										
5100											
1.1.1.26	The Pricing Strategy means the strategy stated in the contract Data which is adopted to secure prices and remunerate the Contract in terms of the contract.										
1.1.1.35	"Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.										
1.1.1.36	Letter of Notification" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.										
1.2.1.2	The Employer's address for receipt of communications is: Postal address: 51 Winnie Madikizela Bizana 4800 Tel: (039) 251 0230 Fax: (039) 251 0917 Contact Mr V. Nontanda										
1.3.2	The governing law is the law of the republic of South Africa.										



Contractor



Witness 1



Witness 2



Employer

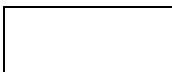


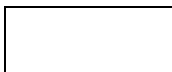
Witness 1

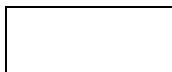


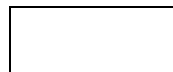
Witness 2

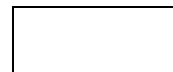
 2.4.1	“in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: • and acceptance • • • • of contract (GCC 2015) 3rd Edition • • • • drawings • • schedules The form of offer Contract forms The contract data General conditions Scope of Work SABS 1200 Site Information Construction Bill of quantities The returnable
3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1 Clause 6.3: Variations (where total variations exceed the contingency sum) 2 Clause 5.12: Extension of Time for Practical Completion - Certify additional costs/expenditure - Taking over of the Works

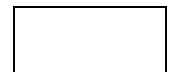

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

 3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition 1. Clause 3.3.1 Nomination of Engineer's Representative 2. Clause 3.3.4 Engineer's authority to delegate 3. Clause 4.7.1 Dealing with fossils 4. Clause 5.8.1 Non-working times 5. Clause 5.11.1 Suspension of the Works 6. Clause 5.12.1 Approval of any extension of time for completion 7. Clause 5.12.4 Acceleration of progress instead of extension of time 8. Clause 5.13.2 Reduction of a penalty for delay 9. Clause 6.3.2 The issuing of variation orders 10. Clause 6.8.4 The Subsequent changes in legislation 11. Clause 6.11 The Variations exceeding 15 per cent 12. Clause 10.1.5 Engineer's ruling of Contractor's claim 13. Clause 7.5.5 and 7.6.22 Authorising the contractor to repair and make good expected risk
3.1.4	<i>Delete the last sentence of the Clause</i>
3.2.4	"the time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the engineer's representative"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.3

"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act') that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;
- (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;
- (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;
- (f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act:
 - (i) Acquaint himself with the requirements of the Employer's health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works.
 - (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.4.3

- 1 All specialists' merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Schedule of Quantities and who are selected for this purpose by the Contractor and the Employer as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".
 - 2 The contractual relationship between the Contractor and the selected sub-contractor shall be the same as those which normally apply between contractors and ordinary subcontractors as specified inter alia in clause 3 hereafter.
 - 3 Unless another procedure is specified in the Special Conditions of Contract, the procurement of Selected Subcontractors by the Contractor is to be carried out using the legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board).
- It is intended that the Subcontract Agreement and Provisions of Subcontract Third Edition (2003) Incorporating General Conditions of Sub Contract 2003 for use in accordance with Subcontractors Works of Civil Engineering Construction as provided by the South African Federation of Civil Engineering Contractors be used as the basis of the subcontract between the Contractor and each selected subcontractor
- The Contractor shall incorporate in the subcontract provisions that:
- (a) In respect of the work of the goods that are subject of the subcontract the Selected Subcontractor undertakes to the Contractor *mutatis mutandis* the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and hold the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out or in connection with any failure to perform such obligations or to fulfil such liabilities, and
 - (b) the Selected Subcontractors hold the Contractor harmless from and indemnifies him against:
 - (i) shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;
 - (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;
 - (iii) any negligence by the Selected Subcontractor; his agents, workmen and servants;
 - (iv) any misuse by the Selected Subcontractor of any Construction Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and
 - (v) any claims as aforesaid
 - (c) entitles him to pay direct to local and other labourers all payments the selected subcontractor has failed to make to any local and other labourers and to deduct, by way of settlement, the amounts paid by the Contractor from money owing to or that may become owing to selected subcontractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

 5.3.1	The documentation required before commencement with Works execution are: - Health and Safety Plan (Refer to Clause 4.3) - Initial programme (Refer to Clause 5.6) - Security (Refer to Clause 6.2) - Insurance (Refer to Clause 8.6) - Cash flow projection - Agreement of Indemnity in Terms of Occupational Health and Safety Act 1993
5.3.2	The time to submit the documentation required before commencement with the Works execution is 14 days of receipt of the signed Form of Offer and Acceptance. The commencement of the works shall be subject to the approval required in terms of the applicable Construction Regulations, as detailed in clause 1.1.1.14.
5.4.4	“The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.”
5.8.1	The non-working days are Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December and ending on 5 January

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

 5.12.2.2	No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work. <table> <tr><td>January</td><td>4 days</td></tr> <tr><td>February</td><td>4 days</td></tr> <tr><td>March</td><td>4 days</td></tr> <tr><td>April</td><td>4 days</td></tr> <tr><td>May</td><td>4 days</td></tr> <tr><td>June</td><td>2 days</td></tr> <tr><td>July</td><td>2 days</td></tr> <tr><td>August</td><td>2 days</td></tr> <tr><td>September</td><td>2 days</td></tr> <tr><td>October</td><td>4 days</td></tr> <tr><td>November</td><td>4 days</td></tr> <tr><td>December</td><td>4 days</td></tr> </table>	January	4 days	February	4 days	March	4 days	April	4 days	May	4 days	June	2 days	July	2 days	August	2 days	September	2 days	October	4 days	November	4 days	December	4 days
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	Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.																								
5.13.1	The penalty for failing to complete the Works is R1000.00 per day per day up to a limit of 30 normal working day, upon which automatic termination may be effected by the Employer. A fixed penalty of R 500 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the Standard Specifications and Section B1500 of the Scope of Works. In addition a time-related penalty of R 300 per day over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.																								
5.16.3	The latent defect period is 10 years.																								
6.5.1.2.3	The percentage allowances to cover all overhead charges is up to 10%																								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

 6.2.1	The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. In the event that the contractor is unable to provide such a guarantee, a deduction of 10% shall be made to each payment certificate payable to the contractor with the accumulated amount paid out upon achieving Completion.
6.8.2	Contract Price Adjustment is not applicable in this contract.
6.8.3	"Special materials (such as steel products) shall be considered with supporting documentary evidence. Details of special materials are indicated in the Contract Data."
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %.
6.10.2	"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer's Agent in the form of receipted invoices or other acceptable documents, or if ownership is ceded to the Employer."
6.10.3	The percentage retention on the amounts due to the Contractor is 10% on each payment. The limit on retention is: 5% of the Contract Price, if a Performance Guarantee is provided, and valid and 10 % of the Contract Price, if a Performance Guarantee is not provided and .
6.10.4	<i>Add the following to clause 6.10.4:</i> Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report as described in the Scope of Work.
8.2.1	"The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authorities. All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard. Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

 8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is zero (R0.00)
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is zero (0.00) rand.
8.6.1.3	The limit of indemnity for liability insurance is R 10 000 000 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period.
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required: - All Risk Insurance - The insurance of materials on site is necessary.
8.6.1.6	“Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance.”
9.2.1.3.8	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	“Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1.”
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
	Variations to the Conditions of Contract are:


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

 4.4.3	<i>Add the following to Clause 4.4.2 after the last sentence:</i> "The Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer's Agent, which consent shall not be unreasonably withheld. A Subcontractor within the jurisdiction of OR Tambo DM shall be appointed by the Contractor subject to meeting the requirements of the Client."
4.5.4	<i>Replace the contents of Clause 4.5.4 with</i> "For this contract he fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Bill of Quantities".
5.3.3	Time to instruct commencement of the Works <i>Add the following to Clause 5.3.3 after the last sentence:</i> "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."
5.12	<i>Add the following:</i> "In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor's provisional and general items."
5.12.2	<i>Replace sub-clause 5.12.2.4 with the following:</i> "Any disruption of labour on a regional or national level due to political unrest, organised mass action or related incidents which is considered to be beyond the Contractor's control. Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control."
5.14.1	Practical Completion <i>Replace the last sentence of the second paragraph:</i> "Should the Employer's Agent ... on the Due Completion Date." <i>with the following:</i> "Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."
5.14.2	Issue of Certificate of Practical Completion <i>Replace "the Employer's Agent" in the second line with the following:</i> ", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

 5.14.4	Certificate of Completion <i>Replace "the Employer's Agent" in the second and third line of the first paragraph with:</i> <i>", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</i>
6.10.4	Delivery, dissatisfaction with and payment of payment certificate <i>Replace "28 days" in the seventh line with "30 days".</i>
6.11	Variations exceeding 15 per cent <i>Replace "15 per cent" in the heading, the marginal heading and the tenth line with "20 per cent".</i>
Add the following clause: 6.12	<u>Payment for the labour-intensive component of the works:</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. <u>Contractor's default in payment to labourers and employees:</u> Any dispute between the Contractor and Labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene. The Employer may, upon the Contractor defaulting payment, pays the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract. <u>Applicable labour laws:</u> <i>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i>
Add the following sub-clause: 10.5.4	The decision of the Adjudicator shall be enforceable with immediate effect as a matter of contractual obligation between the parties. However, if the dispute is still unresolved after Adjudication, the matter shall be referred to arbitration or court proceedings, whichever is applicable in terms of the contract.

Clause 42: The additional clauses to the General Conditions of Contract are:

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EPWP construction

CLAUSES APPLICABLE TO EPWP CONTRACTS

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) More than forty hours in any week
- (b) On more than five days in any week; and
- (c) For more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

5 Special Conditions for Security Guards

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

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

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

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

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

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

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

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

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

9 Sick Leave

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

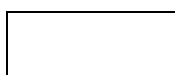
9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

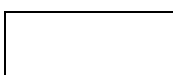
9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

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

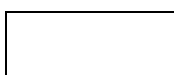
9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.



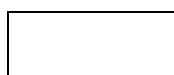
Contractor



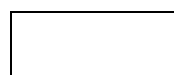
Witness 1



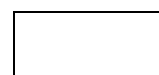
Witness 2



Employer



Witness 1



Witness 2

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

10 Maternity Leave

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

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

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

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

10.5 A worker may begin maternity leave –

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

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

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

11 Family responsibility leave

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

- (a) When the employee's child is born;
- (b) When the employee's child is sick;
- (c) In the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) The employer's name and address and the name of the SPWP;
- (b) The tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) The training that the worker will receive during the SPWP.

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

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

13 Keeping Records



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

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

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

14 Payment

14.1 An employer must pay all wages at least monthly into a bank account.

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

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

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

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

14.6 Payment in cash or by cheque must take place –

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

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

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

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

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

14.10 Payment will be not be made to contractor, unless monthly report reflects time and number of labour utilized on site as per Labour Intensive Requirement

15 Deductions

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

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

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

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

- (a) Repay any payment except an overpayment previously made by the employer by mistake;
- (b) State that the worker received a greater amount of money than the employer actually paid to the worker; or
- (f) Pay the employer or any other person for having been employed.

16 Health and Safety

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) Work in a way that does not endanger his/her health and safety or that of any other person;
- (b) Obey any health and safety instruction;
- (c) Obey all health and safety rules of the SPWP;
- (d) Use any personal protective equipment or clothing issued by the employer;
- (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) The worker's full name;
- (b) The name and address of the employer;
- (c) The SPWP on which the worker worked;
- (d) The work performed by the worker;
- (e) Any training received by the worker as part of the SPWP;
- (f) The period for which the worker worked on the SPWP;
- (g) Any other information agreed on by the employer and worker.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Part 2: Data provided by the Contractor

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

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

Clause	Data								
1.1.1.9	The name of the Contractor is:								
1.2.1.2	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:								
1.1.1.14	The time for achieving Practical Completion is as stipulated under Part C3.1A, Clause 8.								
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of security</th><th>Contractor's Choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Deduction of 10% of the contract sum incl. VAT from the 1st certificate</td><td></td></tr> <tr> <td>Cash deposit of 10% of the Contract Sum plus retention of% of the value of the Works.</td><td></td></tr> <tr> <td>Fixed Performance guarantee of .10% of the Contract Sum plus retention of 10% of the value of the Works.</td><td></td></tr> </tbody> </table>	Type of security	Contractor's Choice. Indicate "Yes" or "No"	Deduction of 10% of the contract sum incl. VAT from the 1 st certificate		Cash deposit of 10% of the Contract Sum plus retention of% of the value of the Works.		Fixed Performance guarantee of .10% of the Contract Sum plus retention of 10% of the value of the Works.	
Type of security	Contractor's Choice. Indicate "Yes" or "No"								
Deduction of 10% of the contract sum incl. VAT from the 1 st certificate									
Cash deposit of 10% of the Contract Sum plus retention of% of the value of the Works.									
Fixed Performance guarantee of .10% of the Contract Sum plus retention of 10% of the value of the Works.									
6.5.1.2.3	The percentage allowance to cover overhead charges is%.								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.3 PERFORMANCE BOND

The performance guarantee is to contain the wording of the pro-forma document included in the General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African institution of civil engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering, Private Bag x200, Halfway House, 1685, at www.saice.org.za.

Herewith a copy of the pro-forma document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



General Conditions of Contract for Construction Works, Third Edition (2015)

**PRO FORMA
PERFORMANCE GUARANTEE**

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

.....

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

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

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

CONTRACT DETAILS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. VARIABLE PERFORMANCE GUARANTEE

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

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words)

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

R.....

(Amount in words)

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

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CESSION OF OWNERSHIP

PRO FORMA CESSION OF OWNERSHIP

TO:.....(CONTRACTOR)

SUBJECT : BID No.: Construction of Sidanga Access Road with Bridges MBIZLM CON

MATERIALS SUPPLIED TO SITE
.....

In order to facilitate payment for materials on site in terms of Clause 6.10.(2) of the General Conditions of Contract, it is hereby confirmed that, although materials may have been supplied on Credit to

..... (Contractor)
ownership of such materials, when delivered for use in the above Contract will vest with

..... (Contractor)

In the event of such materials being delivered on site or any authorised extended site in terms of the Contract, ownership thereof will then vest with
(the Employer) in terms of Clause 8.2.(1) of the said General Conditions of Contract.

Yours faithfully

(SUPPLIER)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.5 FORM 1: OVERALL PROJECT WORKER SCHEDULE

BENEFICIARY LIST

Name of Contractor
 Project Name
 Project Number
 Month:

Youth = 35yrs and less

Number of workers	Surname	Initials	Name	ID Number	Date of Birth	Male/Female	Has Disability (Y?N)	Is Youth (Y/N)	Education Level*	Date Start	Contact Number
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

 Signature of CLO

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PAYMENT REGISTER

[illegible]

Signature of Contractor for receipt of monies

11/11/2019

10

Witness 2



DAILY SITE ATTENDANCE REGISTER

Validation: Cannot be more than 23 days per person per month.

1 = At Work A = Absent L = Leave SC = Site Closed
SL = Sick Leave P = Public Holiday 2 = Training

[illegible]

Validation:	Total work days	0
	Total training days	0
	Total work days + training days	0
	Variance	0
	Variance must be 0	

Week 4: Signature of Contractor

Page 10

11/11/2019

□

11/11/2019

Witness 2



C 1.8 FORM 4: LABOUR MONTHLY SUMMARY SHEET

LABOUR MONTHLY SUMMARY SHEET

Name of Contractor
Project Name
Project Number
Applicable Month

No of Working Days: Maximum including training = 23 days per month

Number of workers	Surname	Initials	First Name	ID Number	Birth Date	(M)ale / (F)emale	(D)isabled	Rate per day	Number of days worked this month	Number of training days this month	Total amount paid to beneficiary	Course name	Course Code
1											0		
2											0		
3											0		
4											0		
5											0		
6											0		
7											0		
8											0		
9											0		
10											0		
11											0		
12											0		
13											0		
14											0		
15											0		
16											0		
17											0		
18											0		
19											0		
20											0		
											0		
20	Totals for month								0	0	0		

Signature Consultant

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C1.9 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT No 85 OF 1993 AS UPDATED IN
GOV. GAZETTE 7721 OF 18 JULY 2003)**

The signatory for the company in terms of the above-mentioned Act shall confirm his / her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on

Mr/Ms whose signature appears

below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT 85 OF 1993 as updated) on behalf

of.....

SIGNED ON BEHALF OF THE COMPANY:.....

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

DATE:.....

SIGNATURE OF SIGNATORY:.....

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

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**C1.10 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
(ACT No. 85 OF 1993, AS UPDATED IN GOVERNMENT GAZETTE 7721 OF 18 JULY 2003)**

THIS AGREEMENT is made at on this the day
of.....in the year..... between

the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

(hereinafter called "the Employer") of the one part, herein represented by

.....in his/her capacity as

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.

and

(hereinafter called "the Mandatory") of the other part, herein represented by

.....in his/her capacity as

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, viz

CONTRACT No.: CONSTRUCTION OF MAJAZI LANDFILL SITE PHASE 1 – PERIMETER FENCE: MIBZLM CON and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data, to either;
 - a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"), or
 - b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.
- 3 The Mandatory declares himself/herself to be conversant with the following:-

Contractor

Witness 1

Witness 2

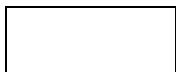
Employer

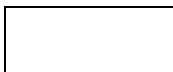
Witness 1

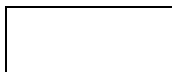
Witness 2

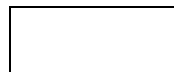


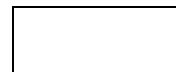
- a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
- i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his/her sub contractors.
- 4 In addition to the requirements of Clause 8.2 of the GCC (as amended by the Contract Data contained in Volume 3 of the contract documents pertaining to this Contract) and all relevant requirements of the above mentioned Volume 3, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
- 5 The mandatory is responsible for the compliance with the Act by all his/her sub-contractors, whether or not selected and/or approved by the Employer.
6. The mandatory warrants that all his/her own and his/her sub-contractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The mandatory undertakes to ensure that he/her and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the mandatory and/or his/her employees and/or his/her sub-contractors.

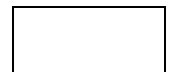

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

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

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

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....

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

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

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C1.11 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE
 CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION
 ACT AND ENVIRONMENTAL MANAGEMENT ACT**

The signatory for the company in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on,
 Mr./Ms whose signature appears below, has been
 duly authorised to sign the AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF
 SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT
 ACT on behalf of(the Contractor)

SIGNED ON BEHALF OF THE COMPANY

IN HIS/HER CAPACITY AS

DATE

SIGNATURE OF SIGNATORY

WitnessWitness

Name Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C1.12 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA,
ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT**

THIS AGREEMENT made at.....

On this the day of in the year.....

Between the in WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY (hereinafter called “the Employer”) of the one part,

herein represented by in his/her capacity as

and delegate of the Employer in terms of the Employer’s standard powers of delegation

and.....

(hereinafter called “the Mandatory”) of the other part,

herein represented byin his/her capacity as

and being duly authorised by virtue of a resolution appended hereto as Annexure B;

WHEREAS the Employer is desirous that certain works be constructed, viz.

CONTRACT NO.: CONSTRUCTION OG MAJAZI LANDFILL SITE PHASE 1 – PERIMETER FENCE : MBIZLM CON and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works, and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Constitution of the Republic of South Africa, the Environmental Conservation Act and the Environmental Management Act;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data to either:
 - a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as “the GCC”), as contained in this volume of the contract documents pertaining to this Contract, or
 - b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.
3. The Mandatory declares himself/herself to be conversant with the following:-

All the requirements, regulations and standards of Section 24 of the Constitution of the Republic of South Africa (Act No 108 of 1996)² * the Environmental Conservation Act (Act No 73 of 1989) and


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



the National Environmental Management Act (Act No 107 of 1998), hereinafter referred to as "The Act", together with its amendments of The Act.

4. In addition to the requirements of Clause 8.2 of the GCC (as amended in the Contract Data contained in Volume 3 of the contract documentation pertaining to this Contract) and all relevant requirements of the above mentioned Volume 3, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with an Environmental Management Plan.
5. The Mandatory is responsible for the compliance with the Act and Environmental Management Plan by all his/her sub-contractors, whether or not selected and/or approved by the Employer.

* Refer to note ² overleaf for Section 24 of the Constitution.

²Environment: Extract from Section 24 of the Constitution of the Republic of South Africa.

24. Everyone has the right –
 - (a) to an environment that is not harmful to their health or well-being; and
 - (b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that –
 - (i) prevent pollution and ecological degradation;
 - (ii) promote conservation; and
 - (iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

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

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

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....

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

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


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

PART C2: PRICING INSTRUCTIONS

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

PARTICULAR SPECIFICATIONS

C2.1 PRICING INSTRUCTIONS

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

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

- 3) Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil 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.
- 4) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5) The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6) An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

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

- 7) The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. Ordering of materials is not to be based on the Bill of Quantities.

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

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity: The number of units of work for each item

Rate: The payment per unit of work at which the Tenderer tenders to do the work

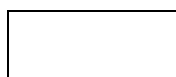
Amount: The quantity of an item multiplied by the tendered rate of the (same) item

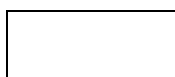
Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

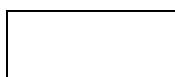
- 9) The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

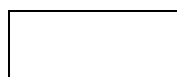
mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=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

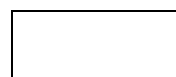
- 10) Expanded Public Works Programme (EPWP) Implications

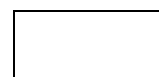

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities or Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

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.

- 11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the Bill of Quantities. The Contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.
- 12) Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.
- 13) All materials to be provided by the Contractor will be SABS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.
- 14) Where a particular make of item is specified, the words “or similar approved” shall mean approval by the Engineer in writing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

C2.2 Bill of Quantities

NB The BOQ must be completed in full using BLACK INK and the summary sheet completed and signed.

BILL OF QUANTITIES ISSUED SEPERATELY- TO BE BOUND INTO THE DOCUMENT
IN THIS SPACE


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

PART C3: SCOPE OF WORK

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

PARTICULAR SPECIFICATIONS

3.1: DESCRIPTION OF THE WORKS

C3.1 Description of the Works

C3.1.1 Extent of the Works

The scope of the principal contract includes the following activities:

- Setting out
- Clearing and grubbing
- Removal of existing fence
- Excavation
- Mass concrete works
- Installation of 1100 m long 2.1m high medium security Clear Vu type fence and gates
- Prefabricated 3x 3m gatehouse
- EnviroLoo toilet
- 2.5kL water tank with ground base

C3.1.2 Description of Site and Access

The majazi landfill site is situated in Ward 7 of the Winnie Madikizela-Mandela Local Municipality. The project area is approximately 10 km west of Bizana town and is accessible via gravel roads off the R61.

Project site co-ordinates:

Latitude: 30°52'2.14"S
Longitude: 29°47'27.58"E

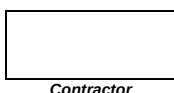
C3.1.3 Services

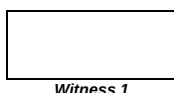
The services affected are neighbouring Households, sanitation infrastructure, electrical poles and existing and/or new water mains.

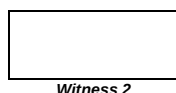
C3.1.4 Other Simultaneous Contracts

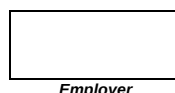
None.

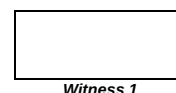
C3.1.5 PLANNING AND PROGRAMMING

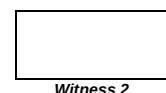

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

The time for completion of this Contract is3 months..... .

The Contractor shall submit his programme within the time stated in the Contract Data to the Engineer in bar chart form showing clearly, in addition to the requirements of Clause 15 of the General Conditions of Contract, the following:

- The various stages of work planned to be completed per month to suite the overall programme.
- Critical path activities
- Anticipated value of work to be done during each month.
- His labour resources schedule which must distinguish between the Contractor's permanent labour and his temporary local labour employment.
- The lead time for training local labour if required.

When drawing up his programme, the Contractor shall also, *inter alia*, take into consideration and make allowance for:

- Expected weather conditions and their effects (e.g. for surfacing and grading work).
- The requirements and effects of employing labour intensive construction methods.
- The accommodation and safeguarding of public access and traffic.
- Possible presence of other contractors on site.
- All other actions required in terms of this document.

Should the Contractor fall behind his programme he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works, or any part thereof, within the time for completion as defined or any extended time granted.

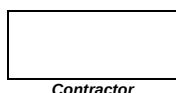
Failure to produce a revised programme may prejudice the Contractor in any claim for an extension of time.

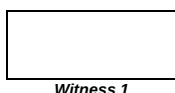
C3.1.5 TEMPORARY WORKS

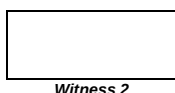
C3.1.5.1 SPECIAL WATER HAZARDS CONTROL

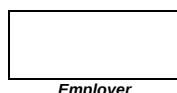
It should be noted that certain areas of the Works are fairly low lying and due to blocked and inadequate stormwater control structures, these areas are prone to flooding and ponding during and subsequent to rainy periods.

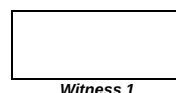
C3.1.5.2 OTHER SERVICES (TELKOM, ELECTRICITY, ETC)

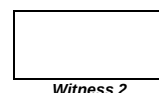

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Items have been allowed in the Bill of Quantities for dealing with and protecting existing services where they are known.

The Contractor will, however, ensure that prior to construction all the necessary Record Drawings and Way-leaves for all services have been obtained and verified on site by the relevant Service Providers in his presence. The Contractor must request in writing the relevant Official to indicate the said services at least 48 hours prior to commencement of work, after which the responsibility rests with the Service Department if the services are not indicated to the Contractor as requested.

The Contractor shall take whatever extra precautions are required to protect all existing services from damage during the period of the Contract. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Contractor's account.

C3.1.5.3 SURVEY BEACONS AND BENCHMARKS

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Engineer at the Contractor's expense.

Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

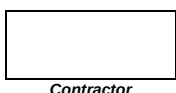
The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that these are adequately protected for the full duration of the Contract.

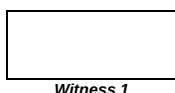
Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Engineer or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

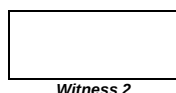
C3.1.5.4 TIDYING UP OF THE WORKS

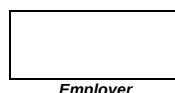
The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers or public. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

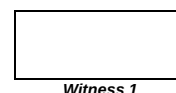
Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work set out above.

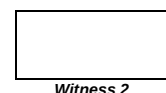

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

C3.2: ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage

Concept, feasibility and overall process:	Employer
Basic engineering and detail layout to tender stage:	Engineer
Final design to approve for construction stage:	Engineer
Temporary works of Contractor:	Contractor
Preparation of as-built drawings:	Contractor

C3.2.2 DRAWINGS

The drawings listed below are attached in order to give an overview of the project.

Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2010), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

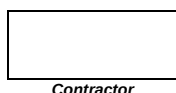
The reduced drawings that form part of the tender documents shall be used for tender purposes only. The Contractor will be supplied with 3 sets of unreduced paper prints of each drawing free of charge. Any additional prints will be for the account of the Contractor.

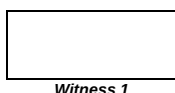
Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer shall supply all figured dimensions omitted from the drawings.

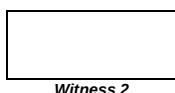
Any information in the possession of the Contractor that the Engineer requires in order to complete his as-built drawings shall be supplied to the Engineer before a Certificate of Completion will be issued.

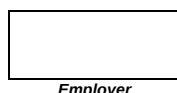
C3.2.3 DESIGN PROCEDURES

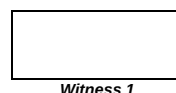
The Contractor is responsible for the design of all temporary works required for the construction of the permanent works. This includes, inter alia, temporary access roads, trench shoring, dewatering and temporary support systems.

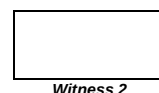

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

C3.3 : PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Resources standards

Refer to the Tender Data in Part T1

C3.3.1.2 Requirements

Refer to the Returnable Documents in Part T2

C3.3.2.1 General

Contractors are encouraged to promote LIC methods where and when possible by utilising temporary local labour from the surrounding local communities.

The chief aim of utilising LIC construction methods on this project is to afford an opportunity to the greatest possible number of members of the local community (and possibly surrounding communities if the circumstances warrant it and approval is granted by the Employer) to obtain temporary employment and where applicable to obtain certified and accredited in-service training, to increase their level of experience and enhance their ability to secure future employment.

There are specific requirements regarding labour intensive construction (LIC) and the use of affirmative business enterprises (ABE's) and historically disadvantaged individuals (HDI's) and with regard to training.

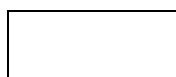
Contractors are encouraged to maximise labour based construction activities and the Works and activities shall be so programmed and executed that those operations and activities that can reasonably be done by means of hand labour are so performed.

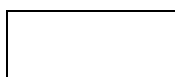
C3.3.2.2 The Community

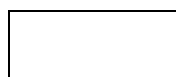
The Community in terms of Sub-clauses 1.(1)(cc) and 23.(4) of the Special Conditions of Contract shall for the purpose of this Contract be held to include all residents residing within a five kilometre radius of the site.

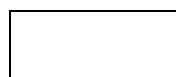
C3.3.2.3 Recruitment of Local Labour

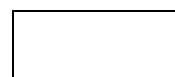
Upon receipt of the Letter of Tender Acceptance the Contractor shall expeditiously proceed to arrange for the recruitment of local labour.

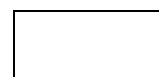

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Most of the labour employed on the Contract shall, insofar as such labour is available, be recruited from the local Community stated above, unless it shall be agreed between the Employer, the Engineer and the Contractor that labour residing in neighbouring communities may be recruited and employed.

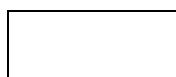
4.1 Labour intensive competencies of supervisory and management staff

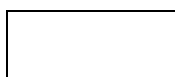
Contractors having a CIDB contractor grading designation of 4SQ or higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table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

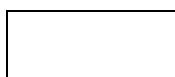
The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

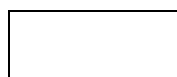
Table 1: Skills programme for supervisory and management staff

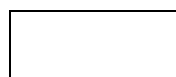
Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater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

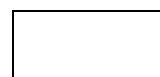

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

4.2 Employment of unskilled and semi-skilled workers in labour-intensive works

4.2.1 Requirements for the sourcing and engagement of labour.

4.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The contractor shall employ a minimum of 10 temporary labourers for the duration of the project.

4.2.1.2 The rate of pay set for unskilled labour is R200 per day.

4.2.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) The weakest worker completes 5 tasks per week in 55 hours or less.

4.2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.2.1.3.

4.2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) Where the head of the household has less than a primary school education;
- b) That have less than one full time person earning an income;
- c) Where subsistence agriculture is the source of income.
- d) Those who are not in receipt of any social security pension income

4.2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) **40 % women;**
- b) **60 % men**

Of which;

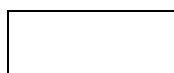
- a) 60% youth who are between the ages of 18 and 35; and
- b) 2% on persons with disabilities.

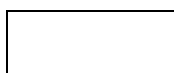
4.2.2 Specific provisions pertaining to SANS 1914-5

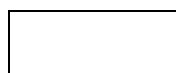
4.2.2.1 Definitions

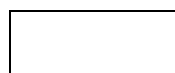
Targeted labour: Unemployed persons who are employed as local labour on the project.

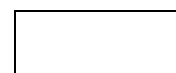
4.2.2.2 Contract participation goals

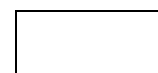

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

4.2.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

4.2.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

4.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

4.2.2.4 Variations to SANS 1914-5

4.2.2.4.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

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

4.2.2.5 Training of targeted labour

4.2.2.5.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

4.2.2.5.2 The cost of the formal training of targeted labour, will be funded within the contract sum. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

4.2.2.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

4.2.2.5.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 5 months or less and a minimum of ten (10) days if he she is employed for 6 months or more.

4.2.2.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4.2.2.5.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4.2.2.5.4 above.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

4.2.2.2.5.5 Proof of compliance with the requirements of 4.2.2.2.5.2 to 4.2.2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

C3.4 : CONSTRUCTION

C3.4.1 Standard Specifications

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

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

SABS 1200

- AB - ENGINEER'S OFFICE
- C - SITE CLEARANCE
- DA - EARTHWORKS (SMALL WORKS)
- GA - CONCRETE (SMALL WORKS)
- GB - CONCRETE (ORDINARY BUILDINGS)
- HA - STRUCTURAL STEELWORK (SUNDRY ITEMS)
- HC- CORROSION PROTECTION OF STEELWORK

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

C3.4.2 Variations and Additions to Standard and Particular Specifications

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

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

C3.4.3 EPWP labour intensive specification

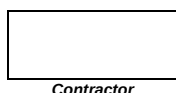
C3.4.3.1 Labour intensive competencies of supervisory and management staff

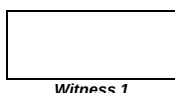
Contractors having a CIDB contractor grading designation of 5GB and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1,

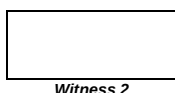
The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1GB, 2GB, 3GB and 4GB shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, 'the NQF level 2 unit standards or NQF level 4 unit standards.

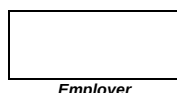
Table1. Skills programme for supervisory and management staff

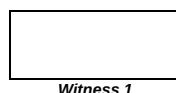
Personnel	NQF level	Unit standard titles	Skills programme description
Team leader supervisor	2	Apply Labour Intensive Construction Systems Techniques to Work Activities -	This unit standard must completed, and
		Use Labour Intensive Construction Methods Construct and Maintain Roads and Drainage	Any one'of these 3 standards
		Use Labour Intensive Construction Methods Construct and Maintain Water and Sanitation	
		Use Labour Intensive Construction Methods Construct, Repair and Maintain Structures	
Foreman/	4	Implement labour Intensive Construction Techniques	This unit standard must completed, and
		Use Labour Intensive Construction Methods Construct and Maintain Roads and Drainage	Any one of these 3 standards
		Use Labour Intensive Construction Methods	
		Construct and Maintain Water and Sanitation	
		Use Labour Intensive Construction Methods Construct, Repair and Maintain Structures	
Site Agent /	5	Manage Labour Intensive Construction	Skills Programme

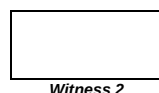

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

(i.e. the most senior representative that resident on the site			this single unit standard
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C3.4.3.2 Employment of unskilled and semi-skilled workers in labour-intensive Works

C3.4.3.2.1 Requirements for the sourcing and engagement of labour.

1. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
2. The rate of pay set for the EPWP is R 160 per day.
3. Tasks established by the contractor must be such that:
 - a) The average worker completes 5 tasks per week in 40 hours or less; and,
 - b) The weakest worker completes 5 tasks per week in 55 hours or less.
4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of C3.4.3.2.1.3.
5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that has less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income.
5. The Contractor shall be endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions;
 - a) 60% women;
 - b) 20% youth who are between the ages of 18 and 25; and
 - c) 2% on persons with disabilities.

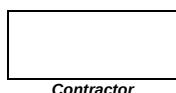
C3.4.3.3 Requirements for the sourcing and engagement of labour.

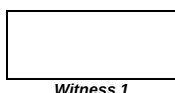
1. Definitions

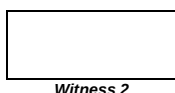
Targeted Labour: Unemployed persons who are employed as local labour on the project

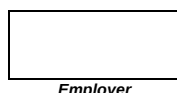
2. Contract Participation goals

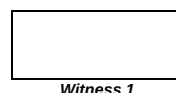
- 30% of the work will be subcontracted to local EMEs in line with the municipality's specific goals as per Preferential Procurement Regulations (2022 Regulations) under the Preferential Procurement Policy Framework Act, 2000 (PPFA)

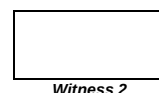

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

- Specific goals as defined per the PPPFA may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme ("RDP") as published in *Government Gazette No. 16085 dated 23 November 1994*.

C3.4.3.4 Terms and conditions for the engagement of targeted labour

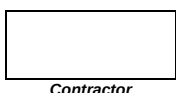
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

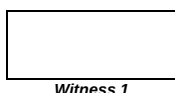
C3.4.3.5 Variation to SANS 1914-5

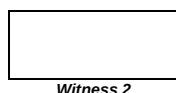
1. The definition for net amount shall be amended as follows:

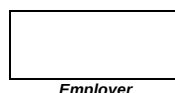
Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.

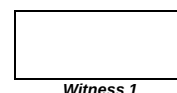
2. The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour
3. The Contractor shall provide all the necessary on-the-job training to the targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health And safety.
4. The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
5. A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works- Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.
6. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
7. The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

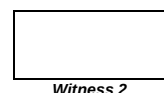

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

8. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of C3.4.3.6.2 above.
9. Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.4.5 PROJECT SPECIFICATION

VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

SABS 1200 A: GENERAL

PSA 1 QUALITY OF MATERIALS (Sub clause 3.1)

Add the following:

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

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

Add the following to the provisions of Clause 4.2.

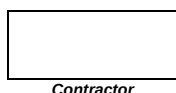
- a) The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.
- b) The Contractor's office is to include a facility with furniture suitable for the use during site meetings, accommodating 8 persons.
- c) The Contractor's designated site agent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

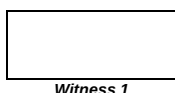
No additional payment is made for this service, and shall be deemed to be included in the preliminary and general.

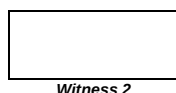
PSA 3 SETTING OUT OF THE WORKS (Clause 5.1.1)

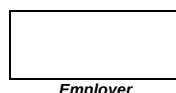
Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

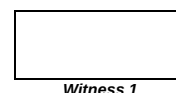
Add the following:

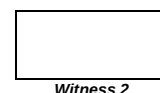

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

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

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

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

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

Add the following provisions of Clause 5.4, 1

PSA 5.1 Location of existing services

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

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

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

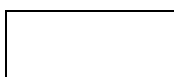
While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

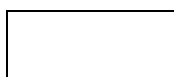
PSA 6 TOLERANCES

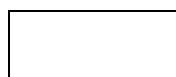
PSA 6.1 General (New subclause 6.4)

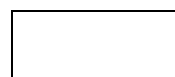
No guarantee is given that the full specified tolerance will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

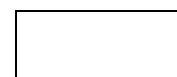
Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the "authorised" dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances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

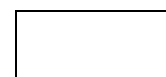

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Except if otherwise specified, all measurements for determining quantities for payment will be based on the "authorised" dimensions.

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

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

PSA 7 MEASUREMENT AND PAYMENT

PSA 7.1 Contractual Requirements (sub clause 8.3.1)

Add to sub-clause 8.3.1:

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

PSA 7.2 Contractual Requirements (sub clause 8.4.1)

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

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

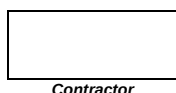
The Contractor shall tender a lump sum for the abovementioned items.

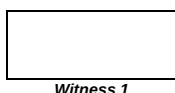
Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SASS 1200:A.

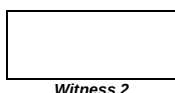
The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

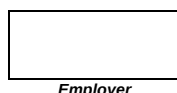
PSA 7.3 Adjusted Payment for Time-Related Items

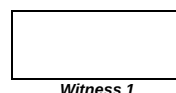
The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

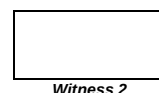

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Sum of Tendered amounts for Time Related Items x Extension of Time authorised by variation order Tender contract period

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

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

In the case of fixed price contracts, the amount by which the Time-Related items are adjusted shall not be subject to the Contract Price Adjustment formula.

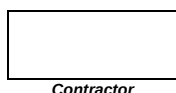
In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

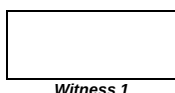
PSA 7.4 Compliance with OHS Act and Regulations

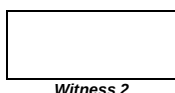
(Including The Construction Regulations 2003) unit: sum

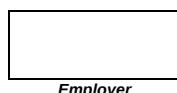
The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) at all times for the full duration of the Contract.

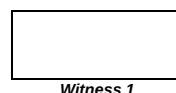
This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance

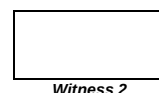

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

SABS 1200 AB: ENGINEER'S OFFICE

PSAB 1 NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following:

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details of the MIG standard name board.

PSAB 2 SURVEY ASSISTANTS (Clause 5.5)

Substitute "two or more suitable educated survey labourers" in this paragraph with "one semi-skilled labourer".

The Engineer's Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week

PSAB 3 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed.

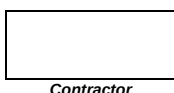
- a) One automatic level plus tripod,
- b) One level staff, all graduated metrically and
- c) One 5m and one 25m-tape measure.

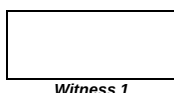
The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer's Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

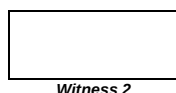
PSAB 4 MEASUREMENT AND PAYMENT

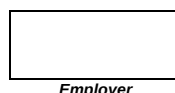
PSAB 4.1 Survey equipment

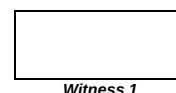
Survey equipment will be paid for as per tendered rate. Equipment to be of good standard and accreditation.

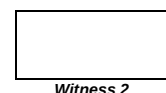

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

SABS 1200 C: SITE CLEARANCE

PSC 1 SCOPE (Clause 1.1)

Add the following:

"The specification also covers the removal of unreinforced and reinforced concrete, existing pipe culverts and existing roadway and layer works."

PSC 2 MATERIALS

Disposal of Material (Subclause 3.1)

Delete the first two sentences of this clause and replace with:

"Debris arising from clearing operations or from the demolition of existing structures that are not suitable for re-use in the works or for landscaping in areas designated by the Engineer, shall be removed by the Contractor and disposed of at the approved tip site. Transport of such material shall not be paid separately, but shall be included in the relevant items for clearing.

The rates tendered shall allow for any fees to be paid at the tip site."

PSC 3 MEASUREMENT AND PAYMENT

PSC3.1 Clear And Grub (sub - clause 8.2.1)

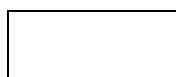
The location of disposal or dumping sites shall be the Contractor's responsibility and no overhaul shall be payable to the Contractor for loading, temporary and dumping of material thus cleared under this scheduled item.

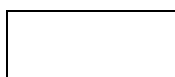
Unit of measurement for "clear and grub", for road works shall be the square metre, and clearing for sewer and storm-water routes shall be metre.

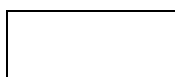
**PSC3.2 Take Down Existing Fences And Re-Erect On Completion
(Sub clause 8.2.5)**

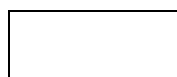
unit: m

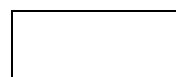
The tendered rate shall cover the cost of taking down the precast fences, of palisade type and stacking all materials on site and the cost of loading, transporting and offloading such material and the re-erection of the fences after completion of the works.

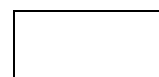

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

PSC3.3 Removal of Brickwork, Reinforced and Unreinforced Concrete

(New Clause)

unit: m³

Separate items are scheduled. Measurement shall be net in place before removal. The rates shall cover the cost of complete demolition, all necessary excavation and associated works and disposal as per PSC 3.1.

SABS 1200 DA: EARTHWORKS (SMALL WORKS)

SDA 1 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1)

Delete *Sub-Clause 3.1.1 and 3.1.2 and replace* with the following:

SDA 1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2(a) and (c).

ISDA 1.2 Classes of Excavation

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Soft Excavation

Any material, which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

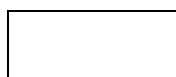
Soft excavation shall be material not falling into the category of hard rock excavation.

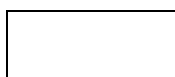
(c) Hard rock excavation

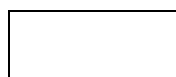
Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metre in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

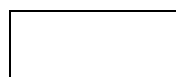
This classification includes materials such as:

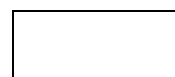
- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- cemented sedimentary rocks.

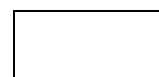

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

PSDA2 CONSTRUCTION

PSDA2.1 Conservation of Topsoil (5.2.1.2)

Add the following to Subclause 5.2.1.2:

"Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material."

PSDA 3 MEASUREMENT AND PAYMENT

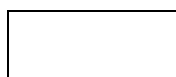
PSDA 3.1 a) Removal of topsoil to stockpile unit:m³

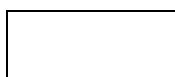
The unit of measurement shall be the cubic metre of topsoil, removed. The tendered rate must include for all plant, labour and all other incidentals necessary to undertake the work, including fees payable for dumping to a municipal refuse site.

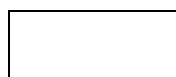
SABS 1200 EARTHWORKS (PIPE TRENCHES)

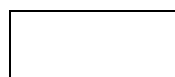
SADB 1 CLASSES OF EXCAVATION (Clause 3.1)

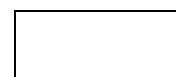
The excavation of material, for the purposes of measurement and payment shall be classified as specified in PSDA 1.

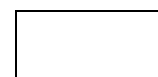

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

SABS 1200 G: CONCRETE (STRUCTURAL)

PSG 1 MATERIALS

PSG 1.1 Applicable Specifications (3.2.1)

Add the following:

All cement types shall comply with the requirements of SABS ENV 197-1
For this contract only OPC CEM I, Class 42.5, cement shall be used.

PSG 1.2 CEMENT (3.2.1 and 3.2.2)

The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

PSG2 PLANT

PSG 2.1 Ties (4.5.3)

Add the following:

Permanent metal ties shall have a minimum concrete cover of 40mm after formwork has been removed.

Tie holes shall be filled with "Durabed " grout supplied by ABE or similar approved. The product shall be prepared to a non-slump consistency, but where no cracking occurs when pressed into a firm ball. Trial mixes shall be made to arrive at the required working consistency.

PSG 3 CONSTRUCTION

PSG 3.1 Fixing (5.1.2)

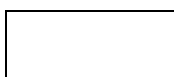
The welding and the use of heat in cutting high tensile deformed bars (Y bars) shall not be permitted without the approval of the Engineer.

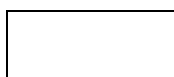
PSG 3.2 Cover (5.1.3)

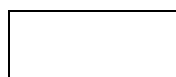
The reinforcement shall be fixed with the minimum cover as specified on the drawings.

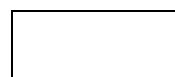
In the case of walls, columns, roof slabs, the minimum specified cover should be attained by one of the following methods, or as approved by the Engineer.

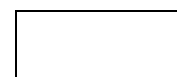
- (1) by using "cover block" manufactured from dense, strong cement/sand formed in a block with wire ties, cured under water for a minimum period of 7 days.
- (2) by the use of plastic spacers, set in an orientation so that no pockets of air can be trapped beneath them during vibration of the concrete.

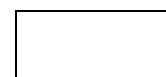

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

1SG 4 FORMWORK

PSG 4.1 Design Of Forms

- (i) Forms shall conform accurately to the shape, lines, levels and dimensions of the concrete as shown on the drawings.
- (ii) The design of formwork and supports shall be the responsibility of the Contractor.
- (iii) Forms shall be designed as to support their mass, the load exerted by wet concrete and the vibration, construction or other loads that they may be subjected.
- (iv) All timber shall be free from holes, loose knots, cracks, splits, warps or other defects likely to affect the strength or appearance of the finished structures.
- (v) Wedges and clamps shall be used in preference to nails for securing the form components and wire ties or tie bolts in reinforced concrete, and must be capable of removal after use, except as otherwise specified.

PSG 4.2 Classification of Finishes (5.2.1)

Notwithstanding Sub-clause 5.2.1, finishes shall be classified as rough or smooth, as follows:

(a) Rough

Concealed surfaces and surfaces more than 200mm below final ground level

(b) Smooth

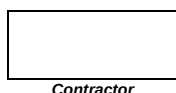
All surfaces not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed areas, unless other indicated, shall be chamfered 20mm x 20mm by means of a fillet fixed to the formwork.

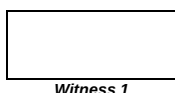
PSG4.3 Removal of Formwork (5.2.5)

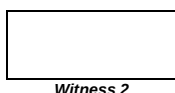
Add the following:

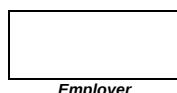
Removal of forms shall be determined by means of cubes cast with the concrete and cured in accordance with S.A.B.S. 863. The removal shall be carried out under the personal supervision of the Foreman, only after the permission of the Engineer has been obtained and in such a manner that the concrete is not jarred, vibrated or otherwise damaged.

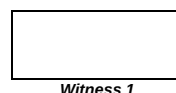
Where test cubes to determine stripping times are not made, the minimum periods which shall elapse between the time of the placing of the concrete and the time of removal of the forms, shall otherwise agreed with the Engineer, be in accordance with the table hereunder, where each day covers a full 24 hour period.

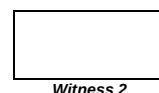

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Delete Table 2 and replace with the following:

Minimum stripping Times in Days

	CEM I	CEM I	CEM II	CEM II	CEM III	CEM III
Type of structural Member of Formwork	Normal Weather (Above 15°C)*	Cold weather (Below 5°C)*	Normal Weather (Above 15°C)*	Cold weather (Below 5°C)*	Normal Weather (Above 15°C)*	Cold weather (Below 5°C)*
Beam sides, wall or unloaded cols	1	2	2	4	2	6
Slabs, with props left underneath	4	7	5	8	6	10
Beam soffits. Props left underneath	7	12	8	14	10	17
Removal of Slab Props	10	17	10	17	12	21
Removal of beam Props	14	21	14	21	18	28

* Average daily temperature of the atmosphere adjacent to the concrete as measured by a maximum and minimum thermometer.

PSG 5 CONCRETE

PSG 5.1 General (5.5.1.1)

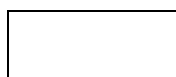
Concrete shall comply with the requirements for strength concrete. (See clause 5.5.1.7)

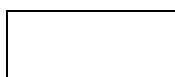
The maximum cement content for all grades of concrete shall not exceed 450kg per M³ without the permission of the Engineer

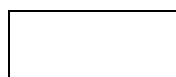
PSG 5.2 Sample and Trial Concrete mixes

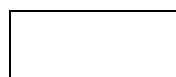
The concrete mixes for the grade of strength shall be designed by an approved design laboratory. The Contractor at his own cost shall supply to the laboratory samples of the cement and aggregate he proposes to use for the works. The proposed slumps and proportions of the materials to be used for each grade of concrete shall be submitted to the Engineer for his approval.

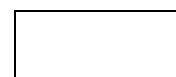
No structural concrete shall be placed on the job until the Contractor has satisfied the Engineer as to the suitability of the mixes concerned.

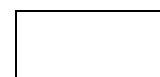

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

SABS 1200 GB: CONCRETE (ORDINARY BUILDINGS)

PSGB 1 SCOPE (Clause 1.1)

This section includes specifications for various aspects of concrete referred to in other sections of the standard specifications as well as the construction of cement screeds and waterproofing of concrete roof slabs.

1SGB 2.1 WATERPROOFING

Water-proofing materials shall be transported, handled and stored with care and laid strictly in accordance with the manufacturer's instruction. A clean, dry, smooth, firm and structurally adequate base with a fall of at least 1 in 50 (depending on the material selected) is required with drainage to gutters and/or rainwater outlets on roof edges, as relevant. Attention shall be given to the detailed design of openings, projections, gutters, down pipes and finishes to make adequate provision for run-off water and to minimize blockages

Corners and edges shall be covered or angle-rounded. Run-off over the edges of slabs shall be eliminated as this causes stains to the building. Fillets of 75 x 75 mm shall be provided at upstand corners.

The necessary gradient for waterproof membranes are normally provided on top of structures in low-density screeds and then finished, if necessary, with a cement/mortar topping.

PSGB 2.2 CEMENT SCREEDS

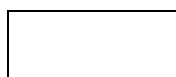
CEMENT

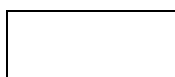
The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

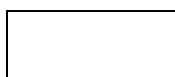
Mechanised plant e.g. scabblers or abrasive blasters must be used for complete removal of all laitance from the existing surface of the floor slab. Dust pollution should be kept to a minimum during these operations. Once the coarse aggregate of the slab is exposed, all dust and debris should be removed, surface thoroughly wetted and maintained for approximately 12 hours. A bond coat (1:1 mix of cement and fine sand) should be spread evenly over the surface using a stiff fibre brush. The screed must be laid and compacted in 1 layer.

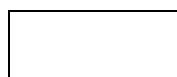
Screeds and toppings shall be of sufficient quality to provide a firm base. The following screed characteristics are suggested for waterproofing purposes:

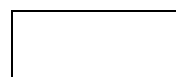
- (a) Compressive strength of at least 25Mpa at 28 days;
- (b) Steel-trowel finish (light);
- (c) Drying shrinkage of less than 0.2% when tested in accordance with the testing conditions specified in SABS 836;

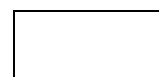

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

- (d) Minimum screed thickness of 40mm;
- (e) Maximum moisture content of screeds:
 - (i) Applications with a density of less than 500 kg/m³ : 10%
 - (ii) Applications with a density exceeding 500 kg/ m³,: 7%

The screed should be cast or sawn into panels that do not exceed 9m² to cater for drying shrinkage and to control cracking.

PSGB 3 MEASUREMENT AND PAYMENT

PSGB 3.1 Cement Screeds for:

- (a) 25mm screed on floors unit: m²
- (b) 25mm screed on roof slabs unit: m²

The unit of measurement shall be the square metre of exposed surfaces to be screed.

The tendered rate shall include all costs for supplying, delivering, storing on site, handling, etc of the materials necessary for the screed, including mixing and laying of screeds currents and falls and forming of sundry items such as fillets, etc complete. The tendered rate shall also cover the cost for forming of screeds around outlets, waste and of all scaffolding, temporary supports, hoisting facilities, etc.

C3.4.1 SITE FACILITIES

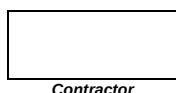
C3.4.1.1 Facilities for the Engineer

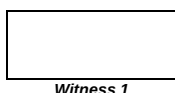
Site facilities as specified in the schedule of quantities are required. Site meetings will be held in the Contractor's site office and must make allowance to seat at least 10 people.

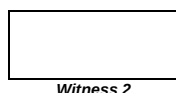
C3.4.1.2 Sanitary Facilities

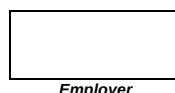
The Contractor shall supply (2 No.) of chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Engineer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

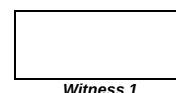
C3.4.1.3 Contractor's Camp Site

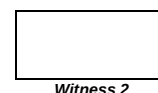

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

The establishment of all labour, plant and materials on site and all arrangements in this respect is the responsibility of the Contractor.

The Contractor shall provide within his own on-site facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of ten (10) persons at site meetings. The Engineer shall be allowed free use of such a venue for the conducting of any other meetings concerning the Contract at all reasonable times. The cost of providing the above facility will be viewed to be inclusive of the Contractor's establishment costs.

Before the erection of his camp, office, stores, plant and accommodation units or any facilities, the Contractor shall satisfy the Engineer that he is familiar with and has taken due cognizance of any pertinent local by-laws, availability of services and statutory regulations. The Contractor's attention is specifically drawn to the regulations pertaining to the accommodation of labourers.

C3.4.1.4 Telephone and Communication Facilities

The Contractor shall provide and maintain a continuous means of on-site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative.

The Engineer and his Representative will use their own cellular and office telephones for this contract. The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

C3.4.1.5 Accommodation for Employees

The Contractor shall make his own arrangements for the accommodation of his employees.

C3.4.1.6 Security

The Contractor shall be responsible for the security of his own personnel and constructional plant on and around the site of the works and for the security of his camp and laboratory, and no claims in this regard will be considered by the Employer.

C3.4.1.7 Water, Power Supply and other Services

The Contractor shall make his own arrangements concerning the supply of water, electrical power and all other services for use at the site camps, as well as for all construction and maintenance purposes. No direct payment will be made for the provision of water, electrical power and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work.

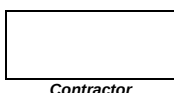
C3.4.2 FEATURES REQUIRING SPECIAL ATTENTION

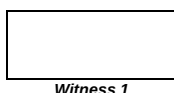
C3.4.2.1 Public Safety

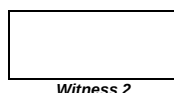
The Contractor shall at all times ensure that his operations do not endanger any member of the public or of his own personnel.

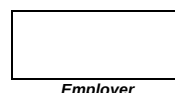
C3.4.2.2 Adjoining Properties

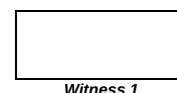
The sites of the Works are surrounded by private properties. The Contractor shall exercise strict control over his employees to ensure that they do not trespass outside the road reserve or interfere in any way with the adjacent owners, tenants and their properties. In addition, the Contractor shall liaise with the owners regarding all matters that may affect them such as the provision of water and the like.

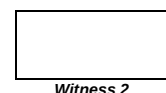

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

C3.4.2.3 Construction and Maintenance Activities in Confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the project specifications, no additional payment will be made for work done in restricted areas.

The Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the tendered rates and amounts shall include full compensation for all special equipment and construction / maintenance methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COLTO

No amendments have been issued.

PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

In certain clauses the Standard Specifications allow a choice to be specified in the Scope of Works 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 Scope of Works. It also contains some additional specifications required for this particular Contract.

The number of each clause and each payment item in this part of the Scope of Works consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant Section of the Standard Specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable standards

The following documents and standards and associated specification data are applicable and form part of the Contract:

- i) **Volume 1:** The General Conditions of Contract (2015) 3rd Edition, issued by SAICE, which the tenderer must purchase
- ii) **Volume 2:** SABS 1200
- iii) **Volume 3:** This document.
- iv) **Volume 4:** Book of Drawings issued as Volume 4.
- v) Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP).
- vi) Health and Safety Specification (may be bound in at the back of Volume 3 or issued as a separate volume).

C3.5.1.2 Planning and programming

The extent of the works contained in the Bill of Quantities is aimed at upgrading certain of the district road network over the contract period. However, should the tender amount exceed the Employer's budget, or should the Employer's annual budget be reduced during the course of the contract, the Employer reserves the right to reduce the scope of the works to suit the available budget.

The time for completion of this Contract is as stated in the Contract Data.

The Engineer will determine the extent of the work to be executed in terms of the contract. A preliminary overall maintenance plan indicating the anticipated maintenance activities over the month period, based upon an initial needs analysis and current budgets.

The Contractor should also note that, during the contract period, other contracts may be running on the section of road requiring maintenance.

The Contractor should take cognisance of this for his programme and will be required to fully accommodate these contractors. No additional payment will be made for any inconvenience in this regard.

The Contractor shall submit his programme within the time stated in the Contract Data to the Engineer in bar chart form showing clearly, in addition to the requirements of Clause 15 of the General Conditions of Contract, the following:

- The various stages of work planned to be completed per month to suite the overall programme.
- Critical path activities
- Anticipated value of work to be done during each month.
- His labour resources schedule which must distinguish between the Contractor's permanent labour and his temporary local labour employment.
- The lead time for training local labour if required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

When drawing up his programme, the Contractor shall also, *inter alia*, take into consideration and make allowance for:

- Expected weather conditions and their effects (e.g. for grading work).
- The requirements and effects of employing labour intensive construction methods.
- The accommodation and safeguarding of public access and traffic.
- Presence of other contractors on site.
- All other actions required in terms of this document.

The Engineer will agree on a general programme of work per route section with the Contractor and any changes to this programme will be finalised with the Contractor at least one month in advance. Once the programmes have been finalised a detailed monthly programme will be drawn up which will be used to monitor performance. When drawing up his construction programme, the Contractor shall take into account the time for completion for the activity as indicated in the Preliminary Programme. The Contractor will be required to pay special attention to the preceding table and project drawings, which represent a guideline programme for the execution of the maintenance works.

Once the monthly programme has been approved by the Engineer, the Contractor will be notified of the work that he is to undertake for the month by means of a Works Instruction from the Engineer.

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 Clause 43 of the General Conditions of Contract.

Certain maintenance activities may be restricted on certain roads on days with increased traffic flows. The Contractor must allow for these restrictions in his monthly programme and no extension of time or claims in this regard will be considered. For this contract, the days with restrictions are indicated in the table overleaf:

DATE	ACTIVITY TO BE RESTRICTED	PERIOD OF RESTRICTION
Weekends	All routine road maintenance activities which may disrupt the normal flow of traffic.	From 16h00 on Friday till 07h00 on Monday
School closure		For 2 days before closing
School opening		For 2 days before opening
Long weekends		From 12h00 on day preceding, for duration
December holidays		Duration of holidays (taken as 15/12 – 08/01)

The Contractor will only be allowed to undertake work on the affected roads during these periods with the approval of the Engineer.

Should the Contractor fall behind his monthly programme he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works, or any part thereof, within the time for completion as defined or any extended time granted.

Failure to produce a revised programme may prejudice the Contractor in any claim for an extension of time.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

C3.5.1.3 Sequence of the works

The Engineer will agree on a general programme of work per route section with the Contractor and any changes to this programme will be finalised with the Contractor at least one month in advance. Once the annual programmes have been finalised a detailed monthly programme will be drawn up which will be used to monitor performance. When drawing up his construction programme, the Contractor shall take into account the time for completion for the activity as indicated in the Preliminary Programme. The Contractor will be required to pay special attention to the preceding table and project drawings, which represent a guideline programme for the execution of the maintenance works.

Once the monthly programme has been approved by the Engineer, the Contractor will be notified of the work that he is to undertake for the month (or emergency works, as they occur) by means of a Works Instruction from the Engineer.

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 Clause 55 of the General Conditions of Contract.

C3.5.1.4 Computer equipment and software

An allowance has been made for computer equipment and telecommunication software for the Engineer.

C3.5.1.5 Methods and procedures

All work to be carried out will be in compliance with the following minimum requirements

- The Routine Road Maintenance Procedures Manual as issued by the Department Roads and Public Works of the Eastern Cape (Version 1, February 2002)
- gravelling and Road Betterment Procedures Manual (Version : 3–Feb 2005)
- The OHS Act
- Environmental Management Plans
- Departmental Details drawings
- SABS 1200

C3.5.1.6 Materials and fence Condition Reports

Control Testing of Earthworks and Road Layers

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Engineer's check test, he may dispense with his own tests. However, should the Contractor wish to use the Engineer's testing facilities, he will be charged for the various tests at the rates ruling at the time. The contractor must give reasonable notification to the Engineer of dates and time that tests will be undertaken as no test results will be admissible should they be done in the absence of the Engineer.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Process Control Testing

The Contractor is required to carry out his own control testing. The results of these control tests together with the location of the tests shall be submitted to the Engineer for approval. No payments will be made without this information, unless partial payment is allowed for special items in terms of the project specification.

Acceptance Control Testing

The Engineer may order that additional tests be carried out from time to time. A provisional sum is allowed for these additional tests. The cost of any additional tests that might fail, together with the remedial work ordered by the Engineer, will be for the account of the Contractor.

C3.5.1.7 Environment

The Contractor will prior to the commencement of any construction or repair work prepare and submit an Environmental Management Plan (EMP), for approval by the Engineer.

The EMP shall clearly demonstrate how the Contractor intends mitigating damage to the environment, as a result of their construction activities.

The Contractor shall further appoint an Environmental Control Officer (ECO), who shall inspect all construction related activities and who shall report on non-compliance items.

Further, the ECO will submit his/her Environmental Audits at monthly site meetings, for discussion by all role players.

a) Sand and dust control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

b) Environmental Management

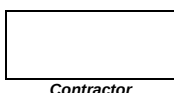
The Contractor should appoint an External Environmental Auditor who will be required to compile a comprehensive Environmental Management Programme (EMPR), which should address the management and monitoring of environmental impacts related to this repair contract.

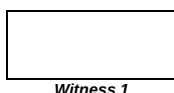
The EMPR should therefore identify potential environmental impacts and should further demonstrate how there would be mitigated and controlled.

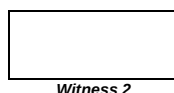
The Contractor shall be responsible for implementing and managing an Environmental Management Programme in terms of the particular specifications for the borrow pits. The Contractor's authorised agent shall report to the Engineer regarding compliance with the conditions as stipulated in the Environmental Management Programme.

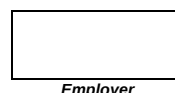
The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in Section 9300 of the Project Specifications. Where, in the opinion of the Engineer, the Contractor has not adhered to these requirements, the Contractor shall rectify the damage at his expense and to the satisfaction of the Engineer.

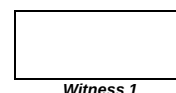
Trees and shrubs established in the landscaped areas of the road reserve may under no circumstances be disturbed without specific instruction from the Engineer for their removal.

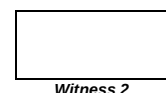

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Trees and shrubs inadvertently destroyed by the Contractor shall be replaced with the equivalent at the Contractor's expense.

The containers used for storage shall be free of leaks and placed on a firm surface. Unused or rejected products shall be removed from site and returned to the supplier. Solvents used for flushing spray tankers shall be treated likewise.

No separate payment items will be scheduled for the compliance by the Contractor with the EMPR. These costs will be deemed to be inclusive of the rates tender for the works.

Trees and shrubs established in the landscaped areas of the road reserve may under no circumstances be disturbed without specific instruction from the Engineer for their removal. Trees and shrubs inadvertently destroyed by the Contractor shall be replaced with the equivalent at the Contractor's expense.

Disposal of any bituminous-based material shall only be at an approved location and by means of an approved method, arranged beforehand with the Engineer.

Storage sites for all bituminous products in the road reserve, or on private property, are to be approved by the Engineer prior to use. The containers used for storage shall be free of leaks and placed on a firm surface. No spoiling of any bituminous products shall be allowed in these areas. Unused or rejected products shall be removed from site and returned to the supplier. Solvents used for flushing spray tankers shall be treated likewise.

No separate payment items will be scheduled for the compliance by the Contractor with the EMP. These costs will be deemed to be inclusive of the rates tender for the works.

C3.5.1.8 Accommodation of traffic on public roads occupied by the contractor

The Works will be undertaken in a manner that will minimise the interference with public traffic, consistent with established routine road maintenance practices. Although inconvenience to road users will be inevitable, the Contractor must ensure that road users have continuous access on and to, a public road.

Temporary road traffic signs shall at all times be displayed at the works as specified on the drawings and in accordance with the requirements of this document, as well as the South African Road Traffic Signs Manual, in conjunction with Manual K56 "Safety at Roadworks in Rural Areas", and the Routine Road Maintenance Procedures Manual of the Department of Transport and Roads of the Eastern Cape. The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the above requirements.

The traffic signs shall be covered or removed when not required at night and over weekends. No diversions are generally required and the Contractor shall regulate the traffic with flagmen and take all precautions necessary to promote the safe and easy flow of traffic on or next to the roadway under repair.

The Contractor, if so instructed in writing, shall nevertheless provide a diversion at places with a high traffic safety risk. Except where otherwise specified, additional payment over and above payment under the payment items included in the Contract, will be made for the construction of the diversion and the additional measures required to control traffic as specified by the Engineer.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Should the Contractor neglect to apply the road traffic safety measures specified without due diligence, the Engineer may temporarily stop the works until the Contractor has rectified the situation or impose a penalty for each contravention of the requirements of the Specifications as detailed in Section 1500.

The Contractor will be responsible for the accommodation of traffic on, and maintenance of the existing roadways used by the public as instructed by the Engineer, from the date of site handover, to the issuing of the Certificate of Completion for the works as a whole.

No separate payment items have been scheduled for the accommodation of traffic or traffic signage and all these costs will be deemed to have been included in the relevant payment items of the appropriate works.

The Contractor must ensure that a competent person, that can act as a Traffic Safety Officer, is present on site at all times to deal with all issues relating to traffic accommodation. This person will, at all times, be responsible for the construction, spacing, placement and maintenance of traffic control devices.

C3.5.1.9 Other Contractors on site

When drawing up his programme, the Contractor shall also, inter alia, take into consideration and make allowance for the presence of other contractors on site

C3.5.1.10 Recording of weather

The Contractor will be responsible for recording and maintaining a daily log of weather conditions throughout the duration of the contract. During the execution of the Works, The Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only if less than 30% of the work force and plant on site could work during that specific working day.

C3.5.1.11 Format of communications

The Contractor will keep on site at all times a Site Instruction Book in which the Engineer's Representative will issue any Site Instructions for variations of the Work. All correspondence will be written, signed, copied to the Employer and Contractor. The Engineer will maintain a file of all original correspondence.

The Contractor shall furnish the Engineer daily with records, as per the Employers Web Based Reporting System of work executed by him for each activity. The records shall include information such as description, location, measurement, plant and labour hours, where applicable, and all other information the Engineer may require for the record and measurement purposes.

Reports to be submitted to the engineer timeously, non-compliance may result in payment not being made

C3.5.1.12 Key personnel

A Schedule of Key Personnel is included in Volume 3 of the Contract document.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

C3.5.1.18 Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Scope of Works, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety specification (regulation 4(1) of the Construction Regulations 2003), which is bound into the Contract document.

The Contractor shall, in terms of regulation 5(1), provide a comprehensive Health and Safety Plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned Regulations.

C3.5.1.19 HANDING OVER SITE, SETTING OUT AND CONFIRMING THE SCOPE OF WORKS WITH THE CONTRACTOR

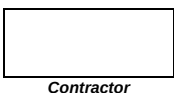
The Engineer, the Contractor and supervisory staff shall together carry out a joint inspection at the time of the handing over of the site. During such an inspection the scope of the works will be set out for each of the roads / road sections indicating the various activities to be conducted, as well as making notes of all damaged fences, guardrails, signs and any other notable problems or features that exist.

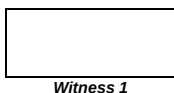
The following matters are to be confirmed at the time of handing over and before the commencement of any work:

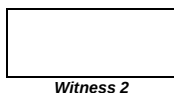
- i. Confirming position of the site camp and/or any additional temporary site camps that may be required.
- ii. (ii) The construction limits, lengths, widths and areas of routine maintenance or construction to be conducted for the various sections of road.
- iii. The location of reference beacons to be used for setting out purposes.
- iv. Supervisory, test control measures and procedures are to be confirmed.
- v. The position of all the existing services must be identified

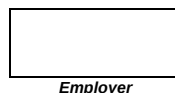
TRIAL SECTION

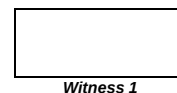
Before the Contractor commences with the construction/maintenance works, he shall demonstrate on a test section (for each type of maintenance activity) that the equipment and processes he intends to use, will enable him to execute the Works in accordance with the specified requirements. The trial sections for the various maintenance activities shall also serve

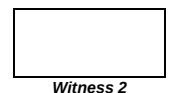

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

as a basis to agree the interpretation of the Specifications for application during the Contract Period and the criteria and methods to be used by the Engineer for acceptance control.

Only when the trial sections have been satisfactorily completed in conformity with the specified requirements, will the Contractor be allowed to commence the maintenance/repair works. The Engineer shall, as far as is practical, select the location of the trial section at a position with characteristics which are representative of the general conditions to be found with the balance of the proposed works. The Engineer may require the construction of additional trial sections should the materials available or methods of construction significantly change during the course of the Contract.

No additional payment will be made for the demonstration at the trial section, other than for the work completed and accepted as part of the Works, at tender rates.

C3.5.1.20 COMPLETION TIME OF SPECIFIED ACTIVITIES AND PENALTIES

Due to the nature of maintenance work, certain items of work shall be carried out as a matter of routine and others as emergency cases. The Contractor will be called upon to do remedial work at very short notice in some instances, in which case the Contractor shall proceed to carry out the work without delay and report to the Engineer in writing as soon as practically possible the extent of the work carried out.

It is a condition of the contract that certain specified activities must either be completed within a specified period or responded to within a specified time if they have been classified as emergency repairs by the Engineer. All other construction or maintenance activities will be classified as routine, and conducted as per the programme and works instructions.

Completion time for an activity:

Completion time is defined as that period from the date on which an instruction is received by the Contractor from the Engineer, to the date of full completion of the specific activity. The completion times are as indicated in the attached programme.

Responding time:

Responding time is defined as that period of time on which an instruction is received by the Contractor from the Engineer, to the time of reporting at an indicated place, by the designated team.

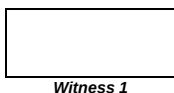
Emergency response and completion times:

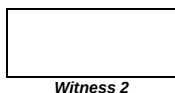
3.5.2 EMPOWERMENT PRINCIPLES

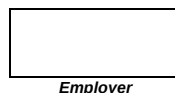
3.5.2.1 Labour Intensive Construction Methods

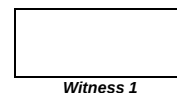
Labour intensive construction methods based on the Expanded Public Works Programme (EPWP) will be utilised where practically possible and feasible. Construction activities that are undertaken using labour intensive methods shall be based on the prevailing statutory minimum wage as determined by the Department of Labour.

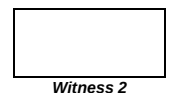

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Emergency Activity	Completion Time	Responding Time	Penalty for late responding	Penalty for late completion	Penalty for not meeting specification
Repairs on fence	As specified by Engineer	1 day	R500/day	R250/day	R1000/occur

3.5.2.2 Local Labour

Should personnel and labour, in addition to that provided by the Contractor, be required, the Contractor must endeavour to employ labourers, artisans and subcontractors from the community within the Local Municipal Area for the execution and completion of the work.

The Contractor and his sub-contractors shall ensure that they enter into a Contract of Employment with each employee engaged on the labour intensive aspects of this Contract.

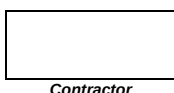
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

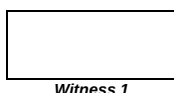
This section is measured and payable under the preliminary and general section of the bill of quantities. COVID 19 impacts and aspects, requirements and obligations must be priced into the contractor's OHS obligations.

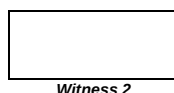
1. INTRODUCTION

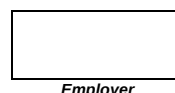
1.1 LIST OF ABBREVIATIONS

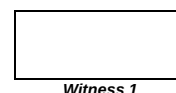
AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
DRPW	Department of Roads and Public Works of the Eastern Cape Provincial Government
DME	Department of Mineral and Energy
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
MH&SA	Mine Health and Safety Act No. 29 of 1996 (as amended)
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
ER	Engineer's Representative

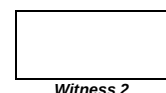

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

RHCS	Regulations for Hazardous Chemical Substances
SANS	South African National Standards (Authority)
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

1.2 DEFINITIONS

The definitions used will be those set out in the Regulation Gazette No 7721 of 18 July 2003 with the following additions:

Client: The Head of Department, Department of Roads and Public Works for the Province of the Eastern Cape.

DRPW: The Head of Department, Department of Roads and Public Works for the Province of the Eastern Cape.

Designer: Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf.

Engineer: Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.

Hazard: Source of exposure to danger

Hazard Identification and Risk Assessment (HIRA) and Risk Control

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Agent:

Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

Health and Safety Plan:

Means a documented plan which answers to the Project Specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Regulation/s:

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

Site: Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

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

1.3 KEY ROLEPLAYERS

The following key role players will be identified to the successful bidder.

Client Representatives: (Construction)
Client Representatives (OHS)
Engineer
Engineers Representative:
H&S Agent

1.4 KEY REFERENCES

Applicable COVID 19 Regulations
Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
Committee of Land Transport Officials (COLTO)
South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
Road Traffic Safety Act No. 93 of 1996 (as amended).

2 PREAMBLES

The Department of Roads and Public Works (DRPW) is tasked to provide infrastructure within the Eastern Cape including the construction of roads and civil structures.

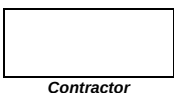
Each year fatalities and serious injuries mar the reputation of the Construction Industry. The DRPW has a responsibility to limit such injuries by ensuring a zero tolerance approach to Contractors and those affiliated to a particular project. Thus a high premium is placed on the H&S of DRPW stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the Department and relevant stakeholders have toward its employees are captured in this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

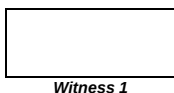
The DRPW, as the Client and its Health and Safety (H&S) Agent acting on its behalf, shall provide a project specific Health & Safety Specification (PSHSS) for the project and provide it to the Principal Contractor/s making a bid or appointed to perform construction work for the project, or parts thereof.

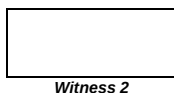
2.1 PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)

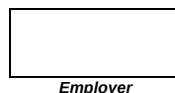
The OHSS is a performance specification to ensure that the Client (DRPW) and any bodies that enter into formal agreements with the Client, i.e. Engineers, Principal Contractors (PC) and Contractors, achieve an acceptable level of OHS performance. The Client has a zero tolerance to non-compliance and the endangering of the lives of workers, and the public, thereby being placed at risk.

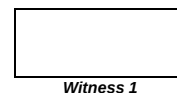
No advice, approval of any document required by the OHSS (i.e. hazard identification and risk assessment, action plans) or any other form of communication from the Client shall be construed as an acceptance by the Client. Nor shall such communication relieve or absolve the PC from

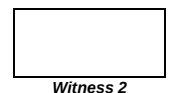

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

any obligation or from achieving compliance with legal requirements. The PC remains responsible for achieving the required performance levels and must sign an OHSA S.37.2 mandatory agreement with the Client.

The H&S Specification highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project.

3 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor, and must be complied with. Failure to do so will be noted as a serious offense, and will result in a penalty, stoppage of part of, or the whole works, with no extension of time or allowable claims; this includes the submission of an approved health and safety plan.

This specification must be read in conjunction with the OHSA, it's Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. is detailed in the tender document, are to be taken into account when developing the H&S plan and associated documentation. The detailed design risk assessment is included, as is a summary of risks identified as attached.

The OHSA S.37.2 Mandatory Agreement found in the Tender Document must be fully completed by the PC. These documents shall be deemed to form part of the returnable Contact Documents.

No work may commence without written approval of the H&S plan by the H&S Agent. Failure to comply with this requirement will result in a penalty, stoppage of part of, or the whole works, with no extension of time or allowable claims.

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

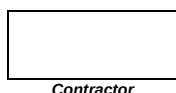
The H&S Agent will visit the project at least monthly, or more frequently if deemed necessary to ensure compliance. All activities on the site and all appropriate documentation will be monitored and reported on to the Client, Engineer and Contractor. Non-conformances will be issued and penalties or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Engineer or Engineer's Representative (ER) as determined at the commencement of the project.

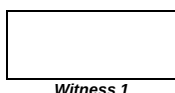
4 REQUIREMENTS AT TENDER STAGE

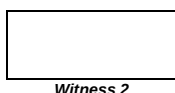
Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

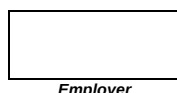
The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

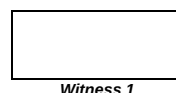
Adequate pricing for H&S is also required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.

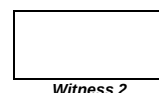

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

The PC shall ensure the following information is submitted as part of the H&S plan with his completed Tender:

- A project specific H&S Plan in line with this project specification which will be subject to approval by the H&S Agent. This must include all supporting documentation as required to verify the H&S system;
- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- A valid Letter of Good Standing;
- At least one copy of minutes of previous Occupational Health and Safety Committee meetings;
- Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer;
- Claims ratio receipt from FEM or the Compensation Commissioner for the previous review period and
- Detailed technical method statements for approval by the ER and appropriate risk assessments and safe work procedures for approval by the H&S Agent based on the scope of work.

Further method statements are to be submitted prior to, and during the project will require the approval of the ER before work on that aspect or activity can commence.

PRE-START UP ACTIVITIES:

Once the H&S plan has been approved there may well be additional documents that include appointments, emergency arrangements or further method statements and risk assessments. The inclusion of such aspects for personnel or Contractors commencing work at this time is required to be approved and verified by the Engineer and H&S Agent.

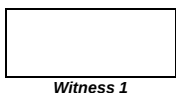
5. Specific Project Risks and Requirements

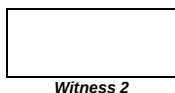
The aspects covered in Sections 6.4 to 6.7 have been noted as risk areas in the design hazard identification and risk assessment (HIRA), and are to be noted when developing the H&S plan and associated documentation. The applicable Standard Specification document must used to develop the HIRA, and the same reference format is used. Where particular risks are noted, further requirements may be specified. Identification of low or medium risks does not mean there is no risk involved. In depth HIRAs and management systems are required to limit as much risk as possible as required in OHSA. Requirements for H&S systems, standards, PPE etc. are noted (but are not limited to), and the management thereof should be included in the documentation.

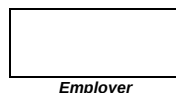
Technical method statements are to be developed for all key activities as they relate to the programme and approved by the ER. HIRA are to be developed using the approved method statements. Method statements are to incorporate the following information: plant, equipment, labour requirements, and the duration of each activity.

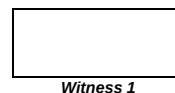
H&S method statements and safe work procedures (SWPs) (or safe operating procedures (SOPs)) are to be used by key site staff for daily activities and supervisors to ensure the site, workers and the public are kept safe. The environmental issues may be included, but will need to be approved by the Environmental Consulting Officer (ECO).

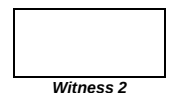

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

7. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

The PC shall notify the Provincial Director of the Department of Labour (DoL) in writing, in the form of the Annexure A in the CRs. This shall occur after award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided. Work will not commence without the notification being correctly completed and signed by the Client. The Notification shall only be signed by the Client following the approval in writing by the H&S Agent.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure A in the CRs must be submitted to the Department of Labour. It is preferable that the completion date includes the defect liability period. A copy of the notification form and any further submissions must be kept in the H&S file.

8. HEALTH AND SAFETY PLAN FRAMEWORK

The aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing a H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan, as they have been identified in the design HIRA, as playing a role in reducing the overall risk of a particular activity, or section of the project. The H&S Agent may from time to time request additions or systems as they relate to the works at the time. The PC must include in his Health and Safety file an organogram showing all appointments and responsibilities on site.

The PC is to prepare one or more site layout drawings to indicate at least the following:

- positions of emergency personnel and equipment at the site camp, or each fixed working area;
- traffic routes for plant and pedestrians, parking;
- storage areas (flammable stores, materials etc.)

Such drawings could be the same as those required by the ECO. Such layouts are to be updated regularly throughout the project.

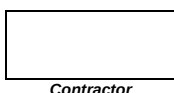
8.1 APPOINTMENT OF COMPETENT SITE PERSONNEL

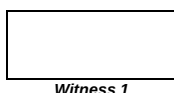
The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

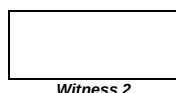
All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the H&S Officer.

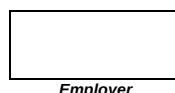
The Occupational Health and Safety Plan shall include the following, but not be limited to the following key appointments:

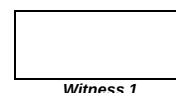
8.1.1 Construction Supervision

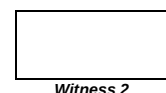

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of basic training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Multiple competent supervisors may be appointed where justified by the scope and complexity of the works. Curriculum Vitae (CVs) are to be submitted for approval by the Agent, and/or Client. Each supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

8.1.2 Construction Health and Safety Officer

The PC will employ at least one competent, full-time H&S Officer for the duration of the contract. The H&S Officer's CV is to be submitted for approval by the H&S Agent, preferably at pre-tender phase. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include SAMTRAC or similar, with a minimum of two years exposure to Civil Engineering Construction.

The H&S Officer will be held responsible for all H&S on the project. Senior site staff and supervision, Contractors are to follow systems, instructions etc, at all times. No new workers or Contractors may commence work without approval or following the H&S plan as submitted. Failure to do so will be considered a serious offence.

A close out meeting will be held at the end of each formal audit by the H&S Agent and findings will be issued in the form of site instructions. Senior site staff will attend the close out meeting.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the H&S Agent and the H&S Officer. The H&S Officer will be responsible for collating the H&S documentation (electronically) at the close out of the project. A list of the typical aspects that should be provided is available as **Annexure C** to this document.

8.2 Health and Safety Representatives and Committee

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

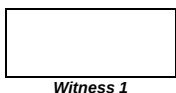
The H&S Officer shall ensure there is a H&S Committee made up of active, site staff and H&S Representatives, representing each work area, including all Contractors. Meetings will be held at least monthly, and more frequently if so instructed. Key site staff is to be appointed. Issues arising from the H&S Agent audits are to be discussed, as well as all H&S related issues.

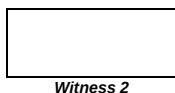
Minutes are to be distributed and discussed among all workers and Contractors and records kept thereof. Failure to do so will be deemed to be a moderate offence.

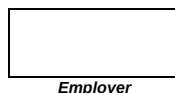
8.3 APPOINTMENT OF COMPETENT CONTRACTORS

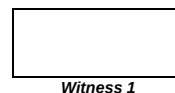
The Principal Contractor is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all

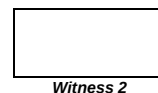

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The H&S Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- No Contractor may work under the PCs Compensation registration number. If required the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatory agreements between parties in place.

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

- Mandatory agreements in place
- Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:
 - **Load testing and registers for cranes or lifting devices**
 - **Medical certificates of fitness**
 - **Safety data sheets (SDSs)**

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped and penalties implemented

9. GENERAL RISK MANAGEMENT

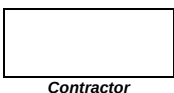
9.1 Health Risks and Medical Surveillance

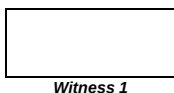
The specified products have been listed above. As some products have not been identified, the PC is to ensure the H&S Officer and all supervision is responsible for ensuring the safe use of such products, and their inclusion into method statements and risk assessments. The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works.

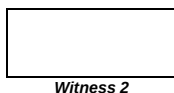
Due to the LI component, ergonomic risks are to be noted and as such all workers (including those of Contractors) are to be included in the medical surveillance programme.

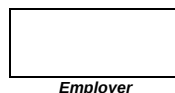
Workers will be exposed to noise, dust, volatiles and vibration (whole body and upper body) due to the type of plant, materials specified and the general nature of the works. Silica and general environmental monitoring for the general construction, as well as works at borrow pit and the quarry have been allowed for in the BoQ, as well as the allowance for medical surveillance.

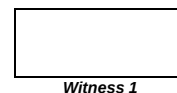
Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance. The use of occupational risk exposure profiling (OREPS) and job descriptions are to be used to determine specific exposures for management.

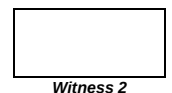

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

Medical surveillance will commence at pre-employment. All workers (including Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work. Annual medical surveillance is required (unless identified as being required more frequently), as well as an exit medical. Arrangements for keeping medical records for the required time are to be noted. It is preferable that the PC has a medical surveillance plan. Full medical records are not to be placed in the H&S file. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed.

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

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

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

- Audiometry (hearing tests);
- Spirometry (lung function testing);
- Chest X-rays;
- Liver function testing (volatiles), and
- Any other tests identified as relevant.

Failure to do so will be considered a serious offence and a fine of R500 per labourer who has not undergone medical screening is payable for each week worked by that labourer.

9.1.1 Noise Risks

All plant and equipment is to be measured for noise levels as soon as the majority of plant is on site (including Contractors). Findings are to be discussed at the H&S Committee and H&S Representatives and Supervisors are to ensure that noise zones identified and wearing of PPE in them is enforced. All plant brought in by plant hire companies is to be compliant with the Noise Induced Hearing Loss Regulations.

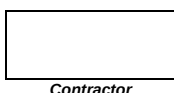
Audiometric testing of all workers is to be included in the medical surveillance programme. Double audiometric testing at pre-employment and single tests thereafter is required. These should be repeated annually and as part of the exit medical. Audiometry records are to be available in the H&S file.

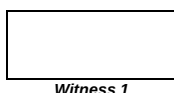
Suitable SANS approved hearing protective equipment shall be issued and worn. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone.

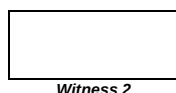
Failure to do so will be considered a serious offence.

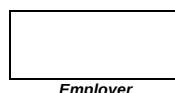
9.1.2 General Environmental Conditions

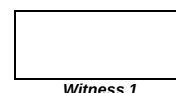
Compliance with the Environmental Regulations (as amended), among other is required. Environmental monitoring of ventilation, lighting and dusts may be deemed to be required by the Approved Inspection Authority used to measure the environment. Copies of the relevant reports and actions taken in respect thereof are to be placed in the H&S file.

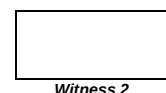

Contractor


Witness 1


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Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

9.2 Emergency Procedures

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

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

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

- Appointment of a competent emergency response co-ordinator and wardens;
- Lists of first aiders, and
- Requirement in terms of identified risks:
 - Fire;
 - Explosions;
 - Falls from heights, and
 - Motor vehicle accidents.

The emergency plan is to ensure the inclusion of local service providers where possible such arrangements should be made with these persons prior to the commencement of the project.

The contents of such plan must include:

A list of telephone numbers for the client, the client's health and safety agent, the C.E.O of the contractor, site management and emergence personnel such as first aiders and fire fighting teams if required.

It must also include local emergency services telephone numbers.

9.2.1 First Aiders and First Aid Equipment

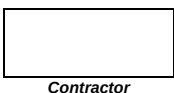
Competent, trained First Aiders are to be formally appointed for the project with at least one level 3 first aider assigned to each team. Contractors are expected to ensure compliance and manage their own first aiders and equipment.

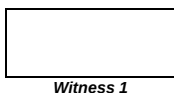
The PC shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least the requirements of manage the type of emergencies identified. It is suggested that all supervisors carry an appropriately stocked first aid kit in their vehicles at all times.

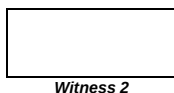
9.2.2 Fires and Emergency Management

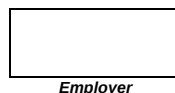
The PC must ensure that any fire risks will be managed appropriately. Appointed fire fighters could be appointed at offices or areas where fire risks are deemed high. The emergency plan is to include the risk of fire at site camps, on site and related to any specific activities.

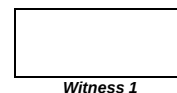
Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. Every item of heavy plant, e.g. graders, TLBs rollers etc, should be fitted with an appropriate fire extinguisher.

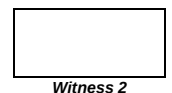

Contractor


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Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

9.2.3 Incident Management and Compensation Claims

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

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

B9.3 Personal Protective Equipment (PPE) and Clothing

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

- Masks and/or visors
- Hard hats;
- Protective footwear;
- Reflective vests and overalls;
- Eye and ear protection, and
- Any other necessary PPE identified from MSDSs or risk assessments.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the H&S plan for approval.

Any person found on site without the necessary PPE will be removed from site until the PPE is supplied and worn, and fines issued per non-compliance.

9.4 Occupational Health and Safety Signage

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

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

- 'no unauthorised entry';
- 'report to site office';
- 'site office';
- 'beware of overhead work';
- 'hard hat area' or other PPE requirements noted;
- First aid box positions (including vehicles), and
- Fire extinguishers.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

Signs shall be posted permanently or temporarily at areas of work on site indicating that a construction site is being entered and that persons should take note of safety requirements. The Contractor shall establish a system for controlling entrance to the Site office and camp area.

9.5 Induction of Employees and Visitors, General H&S Training

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

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and fines issued per non-compliance.

9.6 Use of Support Work, Scaffolding and other Temporary Works

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

Failure to do so will be considered a serious offence.

9.7 Testing Laboratory and the use of Radioactive Equipment

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

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

Failure to do so will be considered a serious offence.

9.8 Transportation of Workers on Site

Transportation of workers shall comply with the relevant legislative requirements. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. The cover shall be securely fixed to the vehicle. No equipment or materials shall be transported in the same vehicle at the same time as workers. Failure to transport workers in a safe manner will be regarded as a serious offence. Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

Failure to do so will be considered a serious offence.

9.9 Quarries, Borrow pits, Crushers, Blasting and Batch Plants

It must be noted that the use of quarries and borrow pits falls under the Mine Health and Safety Act ((290f1966 and its Regulations. Work in these areas must comply with these requirements and separate appointments and CoPs will be required.

Where single or multistage crushers are established on site, for quarries or borrow pits, the requirements of the MH&SA as well as the OH&SA and Regulations shall apply. Dust suppression systems (water or closed systems) and regular monitoring are required. The added requirement of Chest X rays for workers is to be added to pre-employment and 2 yearly thereafter.

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

Whichever form of batch plant is used, for mixing concrete or slurries for surfacing, guards and protection of nip points, emergency stops etc. are to be appropriately managed by competent supervision. Edge protection, movement of plant and dust management are required.

All blasting must comply with the Explosives Act No. 15 of 2003 and the OHSA and MH&SA or other legislation as they apply. Method statements and risk assessments will be required before blasting will be permitted. The Engineer and H&S Agent will be required to approve the arrangements. Should a blasting Contractor be used, the requirements relating to the management of Contractors shall apply.

Failure to do so will be considered a serious offence.

9.10 Management of Plant and Equipment

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

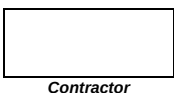
Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at the H&S Agent's audit. All daily inspection records are to be kept in the H&S file. Registers are not to be more than 1 week behind. Plant hire or haulage Contractors are to comply with the requirements, and comply with all H&S standards for the project.

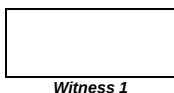
Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators. Noise levels are to be displayed on plant.

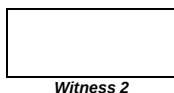
Any plant or slings used to lift plant or material require annual load testing by an AIA. Operators are to be adequately trained and certified to operate cranes. Certificates and registers are to be placed in the H&S file.

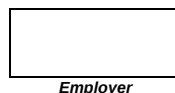
Movement of plant in closures and in confined working areas is to be closely monitored and managed by the TSO and supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly.

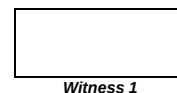
Failure to do so will be considered a serious offence.

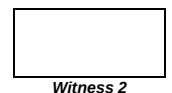

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

9.11 Excavations

Steep slopes require careful management. The Geotechnical report is available and is to be utilised to assess ground conditions. Shoring may be required, where indicated in the Geotechnical report or by the Engineer. The PC is to ensure that the Community Liaison Officer (CLO) and the local community, schools and general public are aware of the dangers of open excavations.

The H&S Officer is to ensure that all Contractors follow the same requirements as they relate to excavations. The Engineer may stop work at any time should the working area be deemed unstable. Method statements are to be approved by the Engineer and risk assessments are required. Workers are to be trained in the risks and protection measures, and the appropriate PPE is to be issued as highlighted in the risk assessments.

A competent person is to be appointed to manage excavations. All equipment and conditions are to be checked daily prior to work commencing. Communal registers for excavations on site are not permitted. Excavations should preferably not be open beyond what can be worked daily. Where excavations need to remain open, all excavations are to be properly protected, candy striped tape is not acceptable. Plastic mesh supported on adequate droppers 1m high should be used (approved by the Engineer). Berms are required to be a safe distance from the edge of the excavation. Stepped excavations are encouraged.

Adequate numbers of ladders are to be available to ensure safe access and egress from excavations. Ladders are required for excavations of greater than 300mm, and the ladder is to extend at least 1m above the edge of the excavation. No wooden ladders are allowed on site. Registers are to be kept current and placed in the H&S file.

Failure to do so will be considered a serious offence.

9.12 Inclement Weather

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

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

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

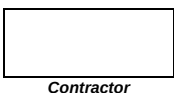
The emergency plan is to include how these and other weather extremes identified are to be managed. The general aspects as detailed in the Environmental Regulations will be applied.

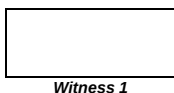
All decisions regarding work stoppage will be decided between the PC, the H&S Officer and the Engineer.

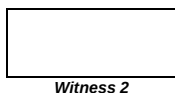
Failure to manage specific conditions or address issues timeously will be considered a serious offence.

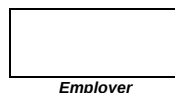
9.13 Auditing

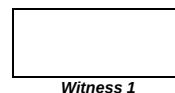
External auditing by the H&S Agent will be done at least monthly or more frequently if deemed required by the H&S Agent, Client or Engineer. The site will be inspected and the documentation

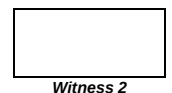

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

audited relative to the activities and H&S plan. The H&S Officer of the PC must accompany the Client, or the H&S Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited at least monthly prior to the H&S Agents monthly audits. Audits may be done more frequently where short term contracts are in place, or deemed high risk. Audit results will be acted upon and non-conformances and fines issued. The Client, Engineer or H&S Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site. Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant.

Failure to address findings or non-conformances will be considered a serious offence.

9.14 Communication on Site

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

Failure to address issues timeously will be considered a serious offence.

9.15 Care of Workers on Site (Welfare)

Adequate toilets, clean, safe drinking water and decent shelter will be afforded workers at all times.

Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Only bacterial or enzyme based products may be used in portable toilets. The ratio of portable toilets on site will be a minimum of 1:10. Daily cleaning and increased removal of waste may be required if deemed necessary. Proof of safe disposal of waste will be required. Waste removals Contractors, or the PC are to ensure the appropriate H&S systems are available to limit exposure to sewage.

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

Failure to address issues timeously will be considered a serious offence.

9.16 Discipline, Alcohol and Substance Abuse

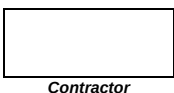
All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

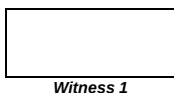
No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

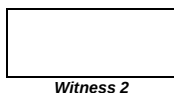
These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or Engineer.

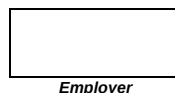
10 HEALTH AND SAFETY FILE

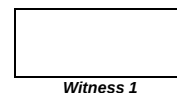
The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation

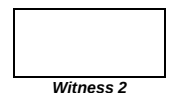

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

filed within the file is to be easily accessible. The following completed information shall be included (but not be limited to):

- The PSHSS;
- The H&S Plan;
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc.;
- Record of Competencies;
- Training Records.
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- MSDSs;
- Medical surveillance records;
- Registers, and
- Records of audits, minutes etc.

10.1 Supporting Documentation

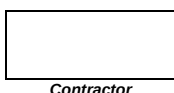
The following list is not absolute, and the PC is expected to assess if further any further information should be submitted as supporting documentation, as it relates to the H&S plan. The inclusion of other, relevant documents is encouraged.

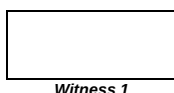
All documents as required by the Act and Regulations, including (but not limited to):

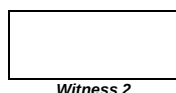
- Proof of registration with the Compensation Commissioner or FEMA;
- Proposed Organogram;
- Appointments under the Regulations;
- Examples of internal audits;
- Inspection registers of plant and equipment;
- Non-conformance system;
- Information relating to hazardous materials used and stored on site with MSDSs;
- All Method Statements, Hazard Identification and Risk Assessments for the project;
- All Health and Safety Plans for the project;
- Examples of minutes of all relevant meetings related to H&S;
- Registers for all plant and equipment
- Incident records, including investigations and results, and
- Medical certificates of fitness and medical surveillance programme.

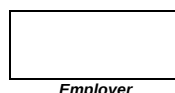
The H&S File shall be closed out following the hand-over of the project. A list will be made available and the contents will be agreed to between the H&S Agent and the PC towards the end of the project.

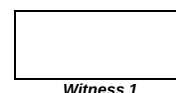
11 NON-CONFORMANCES

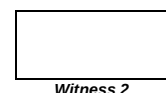

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

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

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

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
Minor demeanours not addressed from previous H&S audit	No monthly OHS report at site meeting to report on	Fall protection harness not tied off / not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved method statements	

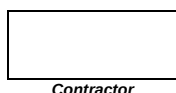
11.1 Failure to Comply with Provisions

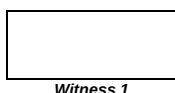
Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties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

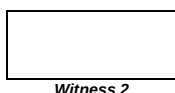
- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.
- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the RE or Engineer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

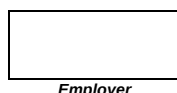
12 MEASUREMENT AND PAYMENT

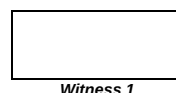
The payment items for Occupational Health & Safety are contained in the preliminary and general section of the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in Part C2.1 of this document.

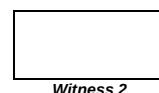

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

**ANNEXURE A
RECORDS TO BE KEPT ON SITE**

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation- required in respect of the OHSA & Regulations. Available on request	Principal Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required by the OHSA & Regulations.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done. Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & Safety File of the input by Construction Health and Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Principal Contractor
8.	7(2)	Risk Assessments, kept up to date and available on site for inspection	Principal Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Principal Contractor
11.	9(2)(b)	Inform Principal Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Principal Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure. Kept on site, available on request	Principal Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Principal Contractor
17.	15(11)	Suspended Platform inspection and performance test records. Kept on site available on request	Principal Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Principal Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Principal Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Principal Contractor
21.	19(2)(g)(i)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Principal Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Principal Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Principal Contractor
24.		Copies of all appointments made in regard to safety supervisors and inspectors	Principal Contractor
25.		Record of safety inspections on equipment using radioactive materials.	Principal Contractor


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

ANNEXURE B
CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

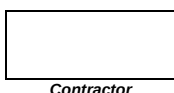
Health and Safety close out file requirements include:

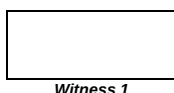
- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) Notification to Department of Labour of commencement of work
- f) Letters of Good Standing for the Project
- g) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - Letters of Approval of Contractors
 - Mandatary Agreements
 - Letters of Good Standing
 - Appointments
- h) Incident Records
- i) Non- Conformance records
- j) Agent's Audits
- k) Method Statements
- l) Risk assessments
- m) Safe work procedures
- n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.
- o) All drawings for temporary structures (suspended beams/scaffolds etc)
- p) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

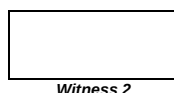
Defect and Liability Period

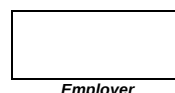
The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.

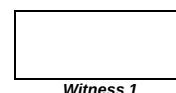
A copy of the as-built Drawings is to be placed on file by the Designers once complete.

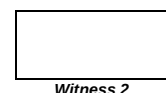

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

ANNEXURE C
NON CONFORMANCES

HEALTH AND SAFETY SITE INSPECTION NON CONFORMANCE NO		
AGENT:		PROJECT:
Consultant:		Date and time:
Client:		Area:
Contractor:		
ASPECTS NOTED:	COMMENTS:	COMPLETION REQUIRED BY (DATE):
	•	
	•	
	•	
	•	
PHOTOGRAPHIC EVIDENCE (if available):		
1		2
3		4
OTHER:		
The following penalties are to be applied:		
Signature of RE		
Signature of H&S Officer/Site Agent		
Signature: of H&S Agent		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

CLOSE OUT OF CONFORMANCE			
VERIFIED BY AGENT	COMMENTS ON WHAT WAS DONE (ATTACH PROOF IF AVAILABLE)	DATE COMPLETED	
PHOTOGRAPHIC EVIDENCE, OR LIST OF ANNEXURE TO PROVE CLOSURE			
SIGNATURE OF H&S OFFICER OR SITE AGENT			
SIGNATURE OF RE			

Contractor

Witness 1

Witness 2

Employer

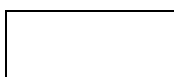
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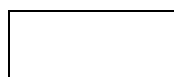
Witness 2

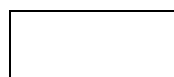
PARTICULAR SPECIFICATIONS

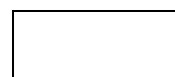
EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT

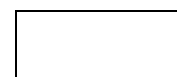
PROJECT NAME:	
CONTRACT NUMBER:	
HEALTH AND SAFETY AUDIT No:	
CONDUCTED BY :	
DATE :	

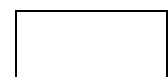

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

EXECUTIVE SUMMARY

INTRODUCTION AND OVERVIEW

SCORING:

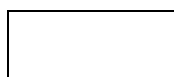
The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

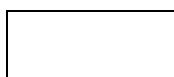
Scoring schedule	
If the answer is "No" the rating will be 0	
If the answer is 'not applicable' it will be noted as n/a	
If the answer is "Yes" the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceeds expectation

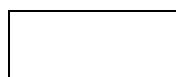
Key Abbreviations:

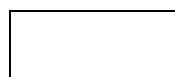
Health and Safety	H&S	Occupational Health and Safety Act	OHSA
Occupational Health	OH	Mine Health and Safety Act	MHSA
Construction Regulations	CRs	Driven Machinery Regulations	DMRs
General Safety Regulations	GSRs	Regulations for Hazardous Chemical Substances	RHCSS
Explosive Regulations	ERs	Pressure Equipment Regulations	PERS
Noise Induced Hearing Loss Regulations	NIHLs	Department Mineral and Energy	DMEs
Facilities Regulations	FRs	General Administration Regulations	GARS

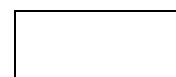
Provide a summary of site inspection, significant findings of the site inspection and the audit

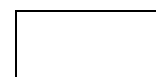

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

PARTICULAR SPECIFICATIONS

CORE LEGAL RECORDS ON SITE:

This list is not conclusive – to be updated monthly relative to works in progress. However the H&S Officer is to be pro-active and pre-empt requirements with the Construction Supervisor (Site Agent). The content will be linked to the physical conditions, processes and activities noted on site, or programme.

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
1.		Updated project H&S Organogram					
2.	OHS Act S. 16 (1) and (2)	CEO and subordinate (if required) CVs on file					
3.	CR 6 (1) and (2)	Designation of Construction Supervisor(s) and Subordinate Person(s) CVs on file					
4.	OHS Act S. 17; GAR 7	H&S Representatives appointed Monthly inspections completed Representation from Contractors					
5.	OHS Act S. 18; GAR 5	H&S Committee appointed Minutes on file H&S representatives reports discussed Incidents discussed Signed by Chair/CEO Evidence of minutes noted					
6.	GAR 4	Copy of OH&S Act (Act 85 of 1993) Available on site					
7.	CR 4 (c), 5 (f)	Written proof of registration / Letters of good standing available on Site					
8.	OHS Act S.37.2	Copy of the Mandatory (S37.2) agreement between the PC and Client					
9.	OHS Act S.37.2	Mandatory agreements between PC and contractors					
10.	CR 3(3)	Notification to Provincial Director – Annexure					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

		A Available on site					
11	CR 4(3) 5 (7)	Copy of Principal Contractor's Health & Safety Plan Available on request. Letter of approval from Agent. Health & Safety File opened and kept on site (including all documentation-required in respect of the OHSA & Regulations Available at all times					
ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completi on Date	Contractor Close out
12	CR 5(6) (9)	Copy of Principal Contractor's Health & Safety Plan provided to Contractors Letters of approval for each contractor on file List of Contractors on site Verified monthly by Agent					
13	CRs	Copies of technical method statements approved by RE (GCC 12.3.1) Register available, signed by RE					
14	CR 7(2) OHSA CR 7(4)	Risk Assessments: Up to date and available on site for inspection Review and monitoring programme adhered to Workers trained in risk assessments					
15	CR 7 (c)	Safe work procedures Procedure List of available SWPs Workers trained in SWPs Proof of training verified					
16	OHSA S. 13	Induction programme available Proof of induction training available					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

	CR 7(9)						
17	CR 8	Fall Protection: Appointment of Competent CV on file Included in Risk Assessment Addressed in emergency plan Other: site inspection findings					
18	CR 9(2) (b) (3)	Structural information from Designer: • Geo-science technical report • Design loading of the structure • Methods & sequence of construction • Design risk assessment • Addended H&S Specification					
19	CR 10(1)(d)	Supportwork and Formwork: Competent person appointed: Design Erection, maintenance, use and dismantling CVs available Design drawings available on site Risk Assessment included Registers in line with supportwork and formwork noted in site inspection					
ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completi on Date	Contractor Close out
20	CR 11(3)(h)	Excavations: Competent persons appointed CVs available Depth of excavations on site Shoring in use Registers in line with open excavations noted at site inspection					
21	CR 11 (f)	Ladders:					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

	GSR 13A	Competent person appointed Registers kept Registers for ladders noted on site					
22	CR 17(8)(c) (d)	Material Hoist Competent person appointed CV on file Daily inspection register Maintenance records available					
23	CR 18(9)	Batch Plant: Appointment of Competent person Registers for maintenance, cleaning and repairs Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept Other					
24	CR 21	Construction Vehicles: Appointment of competent operators Plant Management: Registers on file noting daily inspections Plant and machine lists available Inadequacies noted on site Transportation of workers Registers for sample of vehicles noted on site					
25	CR 22	Temporary Electrical Installations: Appointment of competent person CV on file Services identified and protected Certificates of Compliance for installations Daily electrical machinery registers Weekly temporary electrical installation inspections Quarterly inspections					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completi on Date	Contractor Close out
26	DMR 18 CR 20	Cranes and Lifting Equipment Competent person appointed CV on file Cranes & Lifting tackle identified/numbered on Register Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings Etc.) - 3 monthly Risk Assessment carried out Driven Machinery compliance re excavators and TLBs being used Other					
27	CR 25, 26 ER 6 GSR 8	Housekeeping, Stacking & Storage Supervisor: Appointed per work area CVs Available Include site conditions Spoil areas Register available per area					
28	GSR 2	PPE: included in Risk Assessment PPE used and enforced Records of Issue kept Training to use (Induction) Registers for condition checks					
29	GSR 9 HCSRs	Welding/Flame Cutting Equipment Competent Person(s) appointed					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

		CVs available Equipment identified/numbered and entered into a register Equipment inspected monthly. Types of welding on site (List)					
30	RHCSs CR 7; 23 GSR 4	Hazardous Chemical Use and Storage Competent Person/s appointed CVs available Risk Assessments include use of HCSs Register of HCS kept/used on Site Flammable Store Bulk diesel storage Material Safety Data Sheets on file and utilised Other					
ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completi on Date	Contractor Close out
31	PER	Pressure Equipment (PEs): Competent Person/s (AIA) CV and AIA letter Risk Assessments include PEs Register of PEs's on Site Inspections & Testing by AIA: - after installation/re-erection or repairs - Every 12 - 36 months. - Register/Log kept of inspections, tests. Modifications & repair - Jacking requirements met Inspection Registers					
32	GSR 3	Emergency management: First aiders available through project Level 3 First aid boxes through site					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

		Evacuation procedures Registers available (noted on site)					
33	GAR	Incident Management: Emergency co-ordinator appointed and CV available Emergency plan appropriate Emergency level included in Risk Assessments Workers trained Incident reports available and complete					
34	DMR 2	Revolving Machinery Exposed revolving parts to be countersunk, enclosed or guarded Projecting shaft or spindle end be guarded by a cap or shroud					
35		Stop/start controls Controls appropriate Emergency stops/system					
36	CRs RHCSs GSR 2(a) MHSA	Medical Surveillance Programme Pre-placement Periodic Exit Workers at height Plant operators Random drug testing DME Annual Medical report					
ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
37	NIHLRs MHSA/ EnvR	Environmental Monitoring: Noise levels Dust monitoring Lighting and Ventilation Temperature					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTICULAR SPECIFICATIONS

		RHCSs	Silica Monitoring Report submitted to DoL					
38		CR 21 /	Traffic accommodation Competent persons appointed Traffic layouts for site camp indicating routes, direction and pedestrian access etc. Inspection Registers kept Changes and registers signed by RE Other					
39		CR / FRs	Welfare Facilities: Toilets available where crews are working/clean Clean potable water available Adequate eating facilities					
40	CR 28	FacRs	General housekeeping, stacking and storage					
41			HIV AND AIDS PROGRAMME HIV and AIDS Policy and plan available Condoms available Peer review programme available Ongoing training of workers					
42			Other					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

RESPONSIBILITY	SIGNATURE	Date:
OHS AGENT SIGNATURE:		
PC SIGNATURE:		
ENGINEER SIGNATURE:		
CLIENT SIGNATURE:		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C4: SITE INFORMATION

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

C 4.1 Nature of Ground

The tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the tenderer wish to excavate his own trial holes; he shall first ascertain in conjunction with the engineer, the position of any underground services, which may exist in the area. The tenderer shall indemnify the municipality against the cost of repairing any underground services damaged by the Tenderer or his agent, while carrying out such excavations.

C4.2 Spoil Material

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

C4.3 Finishing off the Site

The site shall be finished off in accordance with the specification as well as to the requirements of all applicable environmental standards.

C4.4 Existing Services

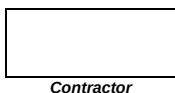
Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the schedule of quantities for dealing with and protecting services.

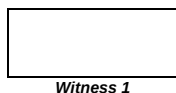
The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

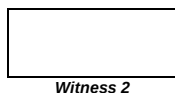
C4.5 Proving of Underground Services

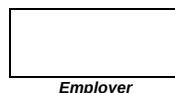
It is stressed that all services in a particular area must be proven before commencing work in that area.

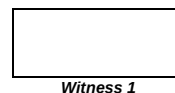
Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

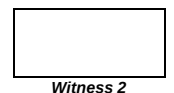

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

When a service is not located in its expected position, the Contractor shall immediately report such circumstances to the Engineer who will decide that further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

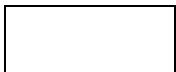
Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed, then all costs in connection with the repair of the service will be to the Contractor's account.

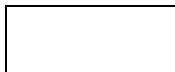
Providing of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be coordinated and leveled by the Contractor, and the information given in writing to the Engineer's representative.

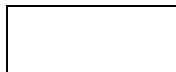
The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions Contract or the Special Conditions of Contract.

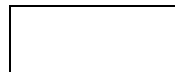
C4.6 Drawings

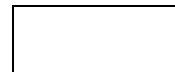
See attached drawings.

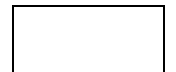

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2