


Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12
KwaNtoyi and Zwelitsha

TENDER NO.53/2023-2024T		
BCS 005	Approved: 28 January 2022 by Municipal Manager	Version: 01

TENDER DOCUMENT (VOLUME 1)

FOR THE

RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

ISSUED BY:	COMPILED BY:	For official use.
Supply Chain Management Office Senqu Municipality 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 0516030019 Fax: 0516030445 e-mail: info@senqu.gov.za	Supply Chain Management Office Senqu Municipality 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 0516030019 Fax: 0516030445 e-mail: info@senqu.gov.za	SIGNATURES OF MUNICIPALITY OFFICIALS AT TENDER OPENING
		1.
		2.
		3.

APRIL 2024

Registered Name of Tenderer:	
TRADING NAME OF TENDERER:	
Registration No. of Entity:	
Contact Person:	CSD No:
Tel. No.:	E-mail Address:
Cell No.:	Fax No:
CIDB CRS Number(s):	Price:

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(1) GENERAL TENDER INFORMATION	
TENDER DETAILS	
Tender advertising date	12 April 2024
Tender closing date	29 April 2024
Tender closing time	12h00
Estimated CIDB contractor grading designation	4 CE or higher
Technical contact person	Mr N Nkopane 051 603 1408 nkopanen@senqu.gov.za ,
SCM contact person	Mr N Ngwenya 051 603 1349 ngwenyan@senqu.gov.za
CLARIFICATION MEETING	
NOT APPLICABLE	
TENDER SUBMISSION DETAILS	
Tender box address	Senqu Municipality, 19 Murray Street, Lady Grey
Tender submission process	<p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, and the closing date indicated on the envelope. The sealed envelope must be inserted into the tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.</p>

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TENDER PART T1: TENDERING PROCEDURES

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T1.1 Tender Notice and Invitation to Tender

SENQU LOCAL MUNICIPALITY

INVITES YOU TO SUBMIT AN OFFER FOR THE FOLLOWING TENDER:

TENDER NUMBER:	53/2023-2024T		
TENDER TITLE	RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha		
CLOSING DATE	29 April 2024		
CLOSING TIME	12h00 PM		
ADDRESS OF MUNICIPALITY	Senqu Municipality, 19 Murray Street, Lady Grey		
CIDB REQUIREMENTS	It is estimated that bidders should have a CIDB contractor grading of 4 CE or higher		
TECHNICAL ENQUIRIES	Mr N Nkopane 051 603 1408 nkopanen@senqu.gov.za ,		
SCM ENQUIRIES	Mr N Ngwenya 051 603 1349 ngwenyan@senqu.gov.za		
TENDER VALIDITY PERIOD	84 days		
PREFERETIAL POINTS: 80/20			POINTS
		PRICE	80
		SPECIFIC GOALS	20
		Points for Locality (Contractors domiciled in the Senqu Local Municipality)	20
		Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)	5
		Total points for Price and Specific Goals must not exceed	100

Tenders may only be submitted on the bid documentation provided by the municipality. The completed original tender document and all supporting documentation shall be placed in a single sealed envelope clearly marked with the name and address of the tenderer, the tender number and title, and the closing date indicated on the envelope. No faxed or e-mailed documents will be accepted. The Senqu Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender. Tenders will be opened in public as soon as practical after the closing time.

Documents will be available on the municipal the website <http://www.senqu.gov.za/active-tenders-2024/>

Tender enquiries can be made to the parties as stated above.

Tenders must be compliant with all bid requirements stated in the tender document. Bidders are specifically referred to the requirements of the Preferential Procurement Regulations, 2022, including but not limited to price and specific goals criteria **as stated in the tender document.** If applicable, only locally produced, or manufactured goods meeting the stipulated minimum threshold for local production and content, will be considered. Tenderers' attention is drawn to the registration requirements in the tender documents in respect of registration on the municipal supplier database, Central Suppliers' Database, Construction Industry Development Board (if applicable), etc.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

C.1	General
------------	----------------

C.1.1	Actions
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C.1.1.1	<i>Add the following:</i>
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The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer’s Supply Chain Management Policy (‘SCM Policy’) that was applicable on the date the bid was advertised. Please refer to this document contained on the Employer’s website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

The Employer is the Senqu Municipality, represented by the Director: Technical Services.

In addition to the above, the following further documents are part of the tender:

VOLUME 2: Drawings (listed in C3.2 Engineering)

VOLUME 3 : The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). 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 4 : The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are available and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 3 and 4 may also be inspected, by appointment, at the offices of the Employer’s agent during normal office hours.

C.1.4 Communication and employer’s agent

Delete the heading of the clause and replace with the following:

Communication with the employer

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Bid Adjudication Committee or its nominee. All communication with the Employer must be directed to the person and details noted below:

Name	
Designation	
Address:	
Tel:	
Fax:	
Email	

C.1.5 Cancellation and Re-Invitation of Tenders

*Delete the fullstop at the end of C. 1.5.1 d) and replace with, or
Add the following after C. 1.5.1 d):*

- e) the parties are unable to negotiate market related pricing.

C.1.6.2 Competitive negotiation procedure

Add the following to C. 1.6.2. 1:

A competitive negotiation procedure will not be followed.

C.1.6.3 Proposal procedure using the two-stage system

Add the following between C. 1.6.3 and C. 1.6.3. 1:

A two-stage system will not be followed.

Add the following after C. 1.6.3.2.2

C.1.6.5 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

C.1.6.5.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.5.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant’s rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant Municipality appeal authority must consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.5.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

C.1.6.5.4 All requests referring to sub clauses C.1.6.5.1 to C.1.6.5.3 must be submitted in writing to:

The Municipal Manager

Via hand delivery at: Senqu Municipality, 19 Murray Street, Lady Grey

Via post at: Private Bag X003, Lady Grey, 9755

Via fax at: 051 603 0445

Via email at: mawongat@senqu.gov.za

C.1.7 **Senqu Municipality Supplier Database Registration**

Tenderers are required to be registered on the Employer's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Employer's Supplier Database may collect registration forms from the Senqu Municipality at 19 Murray Street, Lady Grey (Tel 051 603 0019). Registration forms and related information are also available on the SM's website by following the link alongside – <https://www.senqu.gov.za/supplier-registration-forms/>.

It is each tenderer's responsibility to keep all the information on the Supplier Database updated.

C.1.8 **National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 *Delete the clause and replace with the following:*

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after C.2.1.2:

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to the Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.4.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status 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 4 CE class of construction work, will be declared responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the 4 CE class of construction work; and
- c) 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 4 CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2 **Compliance with requirements of SM SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- c) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- d) A copy of the partnership / joint venture / consortium agreement to be provided;
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A A completed **Municipal Accounts' Status** schedule to be provided and which does not indicate any details that prevents the award of the tender based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

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C.2.1.4.3 Minimum score for functionality

Only tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the total sum of the scores achieved during the evaluation process.

PRICE AND PREFERENCE POINTS

	BREAKDOWN	WEIGHT
1.	Price	80
2	SPECIFIC GOALS	20
	Total	100

FUNCTIONALITY REQUIREMENTS

Description of functionality criteria	Maximum possible score
Demonstrated experience of the tendering entity with respect to comparable projects;	40
Qualifications and demonstrated experience of the key staff in relation to the scope of work;	30
Availability of equipment, plant and personnel to operate.	30
Maximum possible score for Functionality	100

The minimum score for functionality is 80.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture appended to this tender submission. Likewise, where a tender submission relies on the experience of sub-contractors, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

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A more detailed explanation of the functionality criteria is given below:

CRITERIA	POINTS	MAXIMUM POSSIBILITY SCORE
1. EXPERIENCE (Project value R 6 m or more)		40
<ul style="list-style-type: none"> • Bidder has successfully completed 4 or more civil related projects (gravel roads and stormwater channels) (40 points) 	40	
<ul style="list-style-type: none"> • Bidders fail to submit the required information or inadequate information to determine the scoring level (score 0) <p>NB: Proof of documentation: Signed completion certificates to indicate duration of the projects and Appointment letters in relation to the required services must be attached.</p>	0	

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2. KEY STAFF COMPETENCE:		30
2.1 Project Manager		
<ul style="list-style-type: none"> Academic Qualification: ND/BTECH: Civil Engineering Experience in civil works (Roads) (5 point for experience max. 5 years) 	10	
2.2 Occupational Health and Safety Officer		
Grade 12 or equivalent qualification <ul style="list-style-type: none"> Accredited Occupational Health & Safety certificate 5 points for experience max. 5 years 	10	
2.3 Site Agent		
Academic Qualification: ND Civil Engineering Experience in civil works (5 points for experience max. 5 years)	10	
Bidders must submit detailed CVs with certified copies of ferequired professional qualifications not older than 06 months. <ul style="list-style-type: none"> Bidders fail to submit the required information or inadequate informationto determine the scoring level (score 0) 		
3. CONSTRUCTION EQUIPMENT		30
3.1 4x Tipper Trucks	6	
3.2 2x Graders	6	
3.3 2x 10000L water cart	6	
3.4 2x Roller	6	
3.5 1x Excavator	4	
3.6 1x TLB	2	
<ul style="list-style-type: none"> Bidders fail to submit the required information or inadequate informationto determine the scoring level (score 0) 		
NB: Proof of ownership with copies of registration certificates or lease contract of plant with copies of registration are required in order to score points.		
TOTAL		100

C.2.1.4.4 Local Content

The Employer promotes the procurement of goods manufactured by local suppliers. The Department of Trade, Industry, and Competition and National Treasury has identified specific designated sectors which require local content compliance. Further details of designated sectors are available on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the Employer are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

In addition to the above:

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- a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.
- C.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for the **Civil Engineering sector** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.
- C.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade, Industry and Competition (DTIC) (Chief Director: Industrial Procurement, tel. 012 394 3927 and email tmakube@thedtic.gov.za) should there be a need to import such raw material or input.
- C.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.
- C.2.1.4.4.4 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTIC for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the Employer's SCM Policy.
- C.2.1.4.4.5 A bid will be declared non-responsive if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid. Bid will also be declared non-responsive if any line item on Annexure C indicates a local content percentage that is lower than the stipulated thresholds.
- C.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> or may contact the local content helpline at telephone number (012) 394 1435. Alternatively, bidders may contact the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 5598 and e-mail CMatidza@thedti.gov.za.
- C.2.1.4.5 **Compulsory clarification meeting**
- Tenderers are required to attend a compulsory clarification meeting** at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.
- Details of the meeting(s) are stated in the General Tender Information.**
- Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.
- C.2.1.4.6 **Pre-qualification criteria for preferential procurement**
- Only those tenderers who meet the following pre-qualification criteria will be declared responsive:
- a) a tenderer having a stipulated minimum B-BBEE status level of contributor of level ??;
 - b) an EME or QSE;
 - c) a tenderer subcontracting a minimum of 30% to:
 - i. an EME or QSE which is at least 51% owned by black people;
 - ii. an EME or QSE which is at least 51% owned by black people who are youth;
 - iii. an EME or QSE which is at least 51% owned by black people who are women;
 - iv. an EME or QSE which is at least 51% owned by black people with disabilities;
 - v. an EME or QSE which is at least 51% owned by black people living in rural or undeveloped areas or townships;
 - vi. a co-operative which is at least 51% owned by black people;
 - vii. an EME or QSE which is at least 51% owned by black people who are military veterans;

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viii. an EME or QSE.

Tenderers must fully complete the schedule titled **Schedule of Pre-Qualification Criteria Sub-Contractors** and provide proof of all such subcontracting arrangements in order for this requirement to be evaluated.

C.2.1.4.7 Good standing with Bargaining Council

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

C.2.3 Check documents

Delete the clause and replace with the following:

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's at once of any such problems identified

C.2.7 Clarification meeting

Add the following after the second sentence:

The arrangements for the clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable) .

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.

C.2.8 Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received all notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

C.2.11 Alterations to documents

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12 Alternative tender offers

Delete the entire clause:

C.2.13 Submitting a tender offer

Add the following to C.2.13.1 at the end of the first sentence:

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

C.2.13.5 *Delete the clause and replace with the following:*

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages

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marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

- Add the following to C.2.13.6:*
- C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).
- Add the following after C.2.13.9:*
- C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
- C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:
- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.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. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
 - d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
 - e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. 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.
 - f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. 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.
 - g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- C.2.15 **Closing time**
Add the following to C.2.15.1 after the first sentence:
- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- C.2.16 **Tender offer validity**
Add the following to C.2.16.1 after the first sentence:
- C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.
- C.2.16.2 *Delete the clause and replace with the following:*
Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of three (3) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the Municipal Manager.
- C.2.17 **Clarification of tender offer after submission**
Add the following to C.2.17 at the end of the third sentence:
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.
- C.2.18 **Provide other material**
Delete the following word in C.2.18.1:
- C.2.18.1 notarized
- Add the following to C.2.18.1 at the end of the first paragraph:*
Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

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- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) 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;
- c) 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;
- d) 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.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

C.2.18.4 Municipal Accounts

In addition to the conditions stated in C.2.1.4.2.k of these tender conditions, tenderers further undertake to fully cooperate with the SM in the provision of appropriate and valid information and / or evidence to enable the SM to determine whether the entity and its directors / members / partners has any municipal arrears greater than 90 days. The SM reserves its rights to make additional enquiries in this regard, with the bidding entity or any municipality or municipal entity.

C.2.18.5 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 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 submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

C.2.23 Certificates

Add the following after the first sentence:

The tenderer is required to submit the following:

C.2.23.1 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. In this regard, it is the responsibility of the Tenderer to provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall separately submit the aforementioned information.

Before making an award the Municipality must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the Municipality, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the Municipality via CSD or e-Filing. The Municipality should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

C.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the SM with the tender submission..

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in

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the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in the **PREFERENCE POINTS CLAIM FORM** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after C.2.23.2

C.2.24 Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

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C.3

The Employer's undertakings

C.3.2 Issue Addenda

Delete the first sentence and replace with:

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

Add the following to C.3.2 at the end of the paragraph:

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.

C3.4 Opening of tender submissions

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions and discrepancies

Add the following to the end of clause C.3.9.1

C.3.9.1 unless there is clear evidence to the contrary that the amount in figures is correct (such as alignment between the amount in fissures and the priced bills of quantities).

Add the following after clause C.3.9.4

C.3.9.5 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, 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 arguments, 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 in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

F3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer that does not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Bid Evaluation Committee using any means as appropriate.

C.3.11 Evaluation of tender offers

Add the following after clause C.3.11.1

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2017 as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 80/20 preference point system.

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OR

The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the **PREFERENCE POINTS CLAIM FORM** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **PREFERENCE POINTS CLAIM FORM** shall apply in all respects to the tender evaluation process and any subsequent contract.

C.3.11.4 **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 objective criteria:

- a) reasonableness of the financial offer (10% threshold above and below cost estimate)
- b) reasonableness of unit rates and prices
- c) the tenderer's 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, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).

C.3.13 **Acceptance of tender offer**

Delete first sentence of C.3.13 and replace with the following):

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

a) *Delete C.3.13 a) and replace with the following):*

is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

Add the following below C.3.13 f)

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the Municipality as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the Municipality;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

C.3.13.2 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

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C.3.17 **Provide copies of the contract**

Add the following after the first sentence:

The number of paper copies of the signed contract to be provided by the Employer is one.

C.3.18 *Add the following after C.3.18*

C.3.19 **Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the Employer.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

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Annex C
(normative)
Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her [duties impartially](#);
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

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- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

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Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the

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employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

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C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or

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substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender

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documents.

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

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C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

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Annex G
(normative)

Alpha-numerics associated with the Contractor Grading Designations

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in cidb Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

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Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity;	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorized in terms of the definitions provided for civil engineering works, electrical engineering works,	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

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Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

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Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

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TENDER
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T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

1. Returnable Schedules that will be incorporated into the Contract

1:	COMPULSORY ENTERPRISE QUESTIONNAIRE	40
2:	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	.42
3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	44
4:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	46
5:	DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)	47
6:	PREFERENCE POINTS CLAIM FORM (where preferences are granted in respect of B-BBEE contribution) - MBD 6.1 amended	50
7:	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (MBD 5)	56
8:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)	58
9:	SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	63
10:	MUNICIPAL ACCOUNTS' STATUS	64
11:	DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	65
12:	SCHEDULE OF WORK EXPERIENCE OF TENDERER	69
13:	SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY	.70
14:	DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF	71
15:	SCHEDULE OF CONSTRUCTION EQUIPMENT	72
16:	DETAILS OF TENDERER'S WORKSHOP FACILITIES	74
17:	CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION	66
18:	PRELIMINARY PROGRAMME	75
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20:	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	77
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22:	HEALTH AND SAFETY PLAN	78
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24:	PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	79
25:	RECORD OF ADDENDA TO TENDER DOCUMENTS	80
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T2.2 Returnable Schedules

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SCHEDULE 1: 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 1a: Name of enterprise:	
Section 1b: Trading as (if different from above)	
Section 1c: Type of Entity (please select an option)	Individual / Sole Proprietor
	Closed Corporation
	Company
	Partnership / Joint Venture
	Trust
	Other:
Section 1d: Postal address	
Section 1e: Physical address (Chosen as domicillium citandi et executandi)	
Section 1f: Details of authorised representative of tenderer	Title: Full Name:
	Tel no: Fax no:
	Cellular no:
	Email address:
Section 2: VAT registration number, if any:	
Section 2a: National Treasury Central Supplier Database registration no.:	
Section 2b: SARS Tax Compliance Status PIN :	
Section 2c: Senqu Municipality Supplier Database registration no. :	
Section 3: cidb registration no (if applicable):	
Section 4: Particulars of sole proprietors and partners in partnerships	
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>	
Section 5: Particulars of companies and close corporations	
Company registration number	
Close corporation number	
Tax reference number	

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Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;</p> <p>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 or Database of Restricted Suppliers;</p> <p>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;</p> <p>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</p>	

Signed

Date

Name

Position

Enterprise
name

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SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for in response to the invitation for the tender made by the Municipality, 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be declared as non-responsive if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

¹Joint 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.

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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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Name

.....
Position

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SCHEDULE 3: CERTIFICATE OF AUTHORITY:

CERTIFICATE FOR AUTHORITY FOR SIGNATORY

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

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

A. Certificate for Company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board (copy attached) taken on 20...., *Mr/Ms acting in the capacity of _____ (Position in the Enterprise), and who will sign as follows: _____ be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. _____ Chairman : _____
 2. _____ Date : _____

1	NAME	CAPACITY	SIGNATURE
2			
3			
4			
5			

NOTE:
 1. *Delete which is not applicable
 2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
 3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B. Certificate for Sole Proprietor

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

As witnesses:

1. _____ Signature : Sole owner : _____
 2. _____ Date : _____

C. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as _____ hereby authorize *Mr/Mrs acting in the capacity of _____, (Position in the Enterprise), and who will sign as follows: _____ be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:
 4. *Delete which is not applicable
 5. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
 6. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

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FOR JOINT VENTURES / PARTNERSHIPS / CONSORTIA

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the SM shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the SM shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the SM is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the SM of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the SM for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the SM as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excision and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM			
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY	Percentage contribution
Lead partner		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%

Note: A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

If the above schedule is does not provide sufficient space to capture all the joint venture details, please append all details to this schedule. A copy of the Joint Venture Agreement, clearly showing the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

.....
 Signature Date

 Position Name of Tenderer/Contractor

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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent 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).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer 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, 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

I, _____, the undersigned,
 (full name in block letters)

certify that the information furnished on this declaration form is true and correct, and 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 Tenderer/Contractor

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SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or

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 tenderer 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 tenderer or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company or Close Corporation 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.
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
.....
.....
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars.
.....
.....
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

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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.

.....

13.4 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:

.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the Municipality in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employee/s who was/were in the service of the Municipality at a level of ???? or higher at the time they left the employ of the Municipality, and who was involved in any of the Municipality’s bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

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The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

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) an executive 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.

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SCHEDULE 6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1 amended)

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to 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
- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100
Points for Locality (Contractors domiciled in the Senqu Local Municipality)	20
Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)	5
Total points for Price and Specific goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of specific goals contributor together with the bid, will be interpreted to mean that preference points for specific goals contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (b) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (c) “**price**” includes all applicable taxes less all unconditional discounts;
- (d) “**proof of Specific goals contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (e) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the specific goals contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
5 Points for Locality (Contractors domiciled in the Joe Gcabi District Municipality)	5
5 Points for Locality (Contractors domiciled in the Senqu Local Municipality)	20
Total Points	20

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6. BID DECLARATION

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:
Registered Account Number:
Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

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SCHEDULE 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION: N/A

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? (Please mark with X)

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

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the SM or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

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

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

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

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3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the SM is expected to be transferred out of the Republic? (Please mark with X)

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

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

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SCHEDULE 8: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dtic's official website, <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes 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 bids with the specific bidding condition that only locally produced 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 B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by SA Reserve Bank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.

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

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KwaNtoyi and Zwelitsha

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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Electrical and Telecom Cable sector	90%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C 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 above General Conditions must be the rate(s) published by SA Reserve Bank at close of business on the date of advertisement of the bid.

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: Suppliers must submit proof of the SA Reserve Bank 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 SM provide directives in this regard.

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. 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 to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 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 / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

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SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.			
(C2)	Tender description:			
(C3)	Designated product(s)			
(C4)	Tender Authority:	Senqu Municipality		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula		EU
(C7)	Specified local content %			GBP

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
A2.1.1	Crushed Stone						
A2.1.2	Geotextile fabric						
A2.1.3	Bricks for manholes						
A2.1.4							
A2.1.5							

Tender summary

Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

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Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
A2.1.6							
A2.1.7							
A2.1.8							
A2.1.9							
A2.1.10							

Tender summary

Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date: _____

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

SCHEDULE 10: MUNICIPAL ACCOUNTS' STATUS

To: THE MUNICIPAL MANAGER, SENQU MUNICIPALITY

From: _____
 (Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the Senqu Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) hereby agrees to provide evidence in the form of current municipal accounts that will enable the SM to evaluate the municipal accounts statuses of the entity and its directors / members / partners.
- c) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

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SCHEDULE 11: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

Each party to a Consortium/Joint Venture shall append separate certificates in the above regard.

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha
SCHEDULE 12: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION

ATTACH PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (IN THE APPLICABLE CATEGORY OR HIGHER) - CIDB GRADING WITH CRS NUMBER:

SANS 9001

Where a QA system has been approved in terms of SANS 9001, state registration certificate number and standard.

Certificate No:

SANS 14001

Where an Environmental Management System has been approved in terms of SANS 14001, state registration certificate number and standard.

Certificate No:

OHSAS 18001

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No:

NRS 040-3:2002

Where a person has been authorised, in writing, to be responsible for ensuring that the work on or near medium and high voltage equipment and installations can be carried out with safety.

	Name of Responsible Person	Certificate Number	Certificate Date	Copy of Certificate (Y/N)
1				
2				
3				
4				
5				

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

SCHEDULE 15: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to it and those currently being undertaken.

EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

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

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

SCHEDULE 16: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY

The tenderer shall insert in the spaces provided below a list of similar completed contracts and those currently being undertaken where the equipment offered has been supplied. Attach additional pages if more space is required.

MANUFACTURER

EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF PROJECT	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha
SCHEDULE 17: DETAILS OF QUALIFICATIONS AND STAFF EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted.

SITE AGENT / CONSTRUCTION MANAGER	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

GENERAL FOREMAN/ CONSTRUCTION SUPERVISOR	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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

SIGNED ON BEHALF OF THE TENDERER:

Bid No 53/2023-2024T.
**RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha**

SCHEDULE 18: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha
CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

SCHEDULE 19: DETAILS OF TENDERER'S WORKSHOP FACILITIES

The tenderer shall state below what technical support centres and repair facilities for the tenderer and/or manufacturer will be available for this Contract and for post contract support.

Technical Support Centre:.....
.....
.....

Repair facilities:
.....
.....

Address.....
.....
.....
.....

Number of Artisans Normally
Employed by Firm
.....

Number of Technically Qualified
Persons Employed

Spares held in stock:
.....
.....
.....
.....
.....
.....

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

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

SCHEDULE 20: PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
**RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha**

SCHEDULE 21: PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives.

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

SCHEDULE 22: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary programme and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
SUBTOTAL	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
**RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha**

SCHEDULE 23: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

SCHEDULE 24: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

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

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

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

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

SCHEDULE 25: 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.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha
SCHEDULE 26: INFORMATION TO BE PROVIDED WITH THE TENDER

The following information shall be provided with the Tender:

a. The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules (Section C3.11).

b. Drawings and Samples (Section C3.12)

Drawings and samples that may be required to be furnished by it and the drawings and samples shall be duly marked so as to connect them with the tender to the satisfaction of the Employer's Agents. Particulars of the drawings to be furnished with the tender are given in the Specification and the Schedules.

If the tender is accepted, the drawings shall be re-submitted for approval and after being approved will form part of the contract.

c. The Schedule of Type Tests completed (Section C3.13).

d. Maintenance manual of equipment offered.

e. Quality assurance plan.

SIGNED ON BEHALF OF TENDERER:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of.....(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at ...

..... (location) on(date), starting at

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

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

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

Name Signature

Capacity Date & Time

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

ATTACH ENTITY TAX COMPLIANCE STATUS PIN AND ENTITY NUMBER (IN WRITING, EITHER ON THE COMPANY DOCUMENT WITH A LETTERHEAD OR AS ISSUED

TAX REFERENCE PROFILE OR ANY ENTITY BY SARS)

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes. The tenderer must attach to this page an original of a valid Tax Clearance Certificate issued by the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach the Tax Clearance Certificate for each of the joint venture partners.

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha
ATTACH CERTIFIED COPY OR ORIGINAL BBBEE STATUS LEVEL
CERTIFICATE OR ORIGINAL AFFIDAVIT

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the CONSTRUCTION REGULATIONS, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations. (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

4. Provide details of proposed training (if any) that will be undergone:

5. List potential key risks identified and measures for addressing risks:

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

CERTIFICATE OF INDEPENDENT BID DETERMINATION - (MBD9)

MBD 9

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.

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

Date

.....
Position

Name of Bidder

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

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
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

PROPOSED AMENDMENTS

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 ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

ATTACH PROOF OF BILLING CLEARANCE CERTIFICATE OR STATEMENT OF MUNICIPAL ACCOUNTS (NOT OLDER THAN 3 MONTHS). LEASE AGREEMENT, AFFIDAFIT AND COUNCILLOR LETTER TO BE CONSIDERED IF VALID

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Bid No 53/2023-2024T.
**RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha**

**ATTACH PROOF OF REGISTRATION WITH (CSD) NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE & COMPLETED DATA BASE REGISTRATION FORM (IF NOT CURRENTLY REGISTERED WITH
SENQU LOCAL MUNICIPALITY)**

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

ESTIMATED MONTHLY CASH FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme, his tendered unit rates and submission of his Payment certificate to the Employer. The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

Payment Certificate No.	Amount (VAT Included)					Cumulative cash flow
	a	b	a-b			
	Payments Received	Expenditure		Net cash flow		
1	None		d		j=d	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+h	
6			etc		etc	
7						
8						
9						
10						
11						
12						
13						
etc						
Maximum negative cash flow: take the largest negative number in the last column and write it here						

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

.....
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha
PERSONNEL SCHEDULE TO BE ASSIGNED TO THE CONTRACT

Tenderer to insert number of personnel he proposes employing on this contract		
Job Description	Permanent Staff	Temporary staff from local community
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		

* To be filled in by Tenderer

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

Preliminary Program of the Works and METHOD STATEMENT

Signed

Date

Name

Position

Tenderer

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

Contract Organogram for personnel to be ASSIGNED TO THE CONTRACT

Signed

Date

Name

Position

Tenderer

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

Curriculum Vitae of Contracts Manager

Signed

Date

Name

Position

Tenderer

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

Curriculum Vitae of Site Agent

Signed

Date

Name

Position

Tenderer

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

T2.2.10 Curriculum Vitae of General Foreman

Signed

Date

Name

Position

Tenderer

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

Curriculum Vitae of Health and Safety Representative

Signed

Date

Name

Position

Tenderer

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
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T2.2.12 Attach Detailed Company Profile (with relevant past experience)

Signed Date

Name Position

Tenderer

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

Certified ID Copy(ies) of Director(s) (not older than 3 months)

Signed

Date

Name

Position

Tenderer

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha
Completed data base registration form (if not currently registered with Senqu Local Municipality)

Signed

Date

Name

Position

Tenderer

**Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha**

CONTRACT PART C1: AGREEMENT AND CONTRACT DATA
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C1.1	Form of Offer and Acceptance	104– 106
C1.2	Contract Data (data provided by the Employer)	107 – 118
C1.3	Occupational Health and Safety Agreement	119
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C1.5	Insurance Broker’s Warranty	121
C1.6	Contract of Temporary Employment as Community Liaison Officer	122 – 123

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha
C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 53/2023-2024T

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand

..... (in words);

R(in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

.....

Date

For official use.		
INITIALS OF MUNICIPAL OFFICIALS AT TENDER OPENING		
1.	2.	3.

Bid No 53/2023-2024T.
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Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

Signature (s)		
Name(s)		
Capacity		
For the Employer		Date
Name and Address of the Employer		
Name and signature of witness		Date

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before 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	
5	Subject	
	Details	

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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.

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.

Bid No 53/2023-2024T.
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C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works, Third Edition, 2015 prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable 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.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The General Conditions of Contract 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.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules

If an ambiguity or discrepancy is found in the documents, the Employer's Agent shall issue any necessary clarification or instruction.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause 1.1.1.2:

Add the following after "Bill of Quantities":

, also referred to as Bills of Quantities,

Clause 1.1.1.13:

The Defects Liability Period is **12** months.

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Clause 1.1.1.14:

The time for achieving Practical Completion is **30 (thirty) weeks**, inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).

Clause 1.1.1.15:

The **Employer** is the Senqu Municipality, represented by the Director : Technical Services and/or such other person or persons duly authorised thereto by the Employer in writing.

Clause 1.1.1.16:

The **Employer's Agent**, referred to in the Contract documents, is the firm of Uphuhliso Nohlumo Consulting Engineers (Pty) Ltd acting through a director, an associate or an official authorised thereto in writing.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following Clauses after Clause 1.1.1.34:

- 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 Employer's Agent or delivered to the Contractor by the Employer's Agent.
- 1.1.1.36 "**Letter of Notification**" means the letters of formal notification, signed by the Employer, of the decision of the Senqu Municipality delegated authority 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.

Clause 1.2.1.2:

The address of the Employer is:

Physical address: 19 Murray Street

 Lady Grey
 9755

Postal address: Private Bag X003
 Lady Grey
 9755

E-mail address: nyazin@senqu.gov.za

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Clause 1.3:

Add the following Clause after Clause 1.3.6:

- 1.3.7 The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised
- 1.3.8 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

Clause 3.2.2

Add the following at the end of the clause:

If, in exercising any discretion, the result of such decision would be to utilise the contingency allowance, increase the contract value or granting of time for practical completion, the Employer's Agent must obtain approval from the Employer that such funding or time is available and granted by the Employer to be awarded prior to finalising such a decision.

Clause 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 or Contract Data:

- a) Clause 3.3.1 Nomination of Employer's Agent's Representative
- b) Clause 3.3.4 Employer's Agent's authority to delegate
- c) Clause 5.8.1 Non-working times
- d) Clause 5.11.2 Suspension of the Works
- e) Clause 5.12.4 Acceleration instead of extension of time
- f) Clause 6 All actions in terms of the clause subject to 3.2.2 of Contract Data.
- g) Clause 10.1.5 All actions in terms of the clause subject to 3.2.2 of Contract Data.
- h) Other requirements.

Clause 3.3.2.2.3:

Delete the words "oral or" from the clause

Clause 3.3.2.2.4:

Delete the words "oral or" from the clause

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- a) Approved Health and Safety Plan (Refer to applicable clause in the Health and Safety Specification in Part C3.5 in the Scope Work)
- b) Initial programme (Refer to Clause 5.6)
- c) Security (Refer to Clause 6.2)
- d) Evidence of Insurance (Refer to Clause 8.6)
- e) Occupational Health and Safety Agreement (Part C1.5 in Agreements and Contract Data)
- f) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 4.3)
- g) Protection of the Environment Declaration (Part C1.6 in Agreements and Contract Data)
- h) Proof of Registration / Letter of Good Standing with the Bargaining Council for the Civil Engineering Industry (BCCEI)
- i) Other requirements

Add the following to Clause 5.3.1:

Such instruction shall, where applicable, also be subject to the issuing, by the Provincial Director of the Department of Labour, of a construction work permit to perform the intended construction work in terms of Clause 5.3.4 below.

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is within **14** days.

Clause 5.3.3:

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Add the following to Clause 5.3.3:

Notwithstanding the above, where a construction work permit from the Provincial Director of the Department of Labour is required, commencement of the Works shall not be deemed to take place until such construction work permit has been issued by the Provincial Director.

Clause 5.3.4:

Add the following Clause after Clause 5.3.3:

5.3.4 Application for Construction Work Permit

Where the Employer is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work, the employer shall do so as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

Should the issuing of a construction work permit delay the Employer's Agent's instruction to commence executing the Works and this in turn causes a delay to Practical Completion, then the Contractor shall be entitled to make a claim in accordance with Clause 10.1. Should, however, the issuing of a construction work permit be delayed by the submission of an unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

Clause 5.4.2:

Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

Add the following Clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by it in connection with access to the Site.

Clause 5.6.2.3:

Insert the following after "...approvals,":

... permits,

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- a) All gazetted public holidays.
- b) Year-end break(s) not exceeding 15 working days in duration.

Clause 5.12.2.2:

Add the following to Clause 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.

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days

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June	4 days
July	4 days
August	4 days
September	4 days
October	2 days
November	2 days
December	2 days

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.

Clause 5.13.1:

The penalty for failing to complete the Works is **R2500** per day

Insert the following after "actual date of Practical Completion":

... or, in the case of termination by the Employer in terms of Clause 9.2.1, the actual date of termination,

Clause 5.16.3:

The latent defects period is **10** years.

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10%**

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values for "Roads and earthworks":

The value of "x" is 0,10.

The values of the coefficients for "Concrete works" are:

a = 0,25 b = 0,15 c = 0,55 d = 0,05

The values of the coefficients for "Roads and earthworks" are:

a = 0,21 b = 0,27 c = 0,42 d = 0,10

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The base month is the sixth month after the tender closing date.

Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

“L” is the “Labour Index” and shall be the Consumer Price Index (CPI) for “All items (CPI Headline)”, as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa.

“P” is the “Plant Index” and shall be the Construction Materials Price Index for “Plant and Equipment” as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa..

“M” is the “Materials Index” and shall be the Construction Materials Price Index for selected materials, Materials for “Civil Engineering material – roads, general (**excluding bitumen**)”, as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa

“F” is the “Fuel Index” and shall be the Producer Price Index (PPI) for “Coal and Petroleum Products - Diesel”, as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

The amount “Ac” shall be sub-divided into Ac₁ and Ac₂, as appropriate, and each of these shall be multiplied by its Contract Price Adjustment Factor (CPAF), with the resultant amounts added together to produce the adjustment as envisaged in the CPA Schedule:

where

Ac₁ is the proportion of Ac applicable to “Concrete works”, and
Ac₂ is the proportion of Ac applicable to “Roads and earthworks”

and where

$$Ac_1 = T_1 - S_1 - D_1 - E_1 - G_1 - Ap_1, \text{ and}$$
$$Ac_2 = T_2 - S_2 - D_2 - E_2 - G_2 - Ap_2$$

in which formulae the values associated with the symbols T₁ and T₂.... Ap₁ and Ap₂ shall be applicable to the proportions of T Ap in “Concrete works” and “Roads and earthworks”, respectively.

Furthermore, the value of the General Items shall be proportional to the value of work done and materials on Site in T₁ and T₂ respectively.

Clause 6.8.3: Variation in the cost of special materials

Price adjustment for variations in the cost of special materials is provided for in the Special Materials Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 4.2 of the Contract Price Adjustment Schedule

Delete the words “by the Contractor” that appear after “.... entered in the Contract Data”

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

Add the following after Clause 6.8.4:

- 6.8.5. If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract data, such adjustment shall be based on the information contained on the schedule titled “**Price Basis for Imported Resources**” and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled “**Price Basis for Imported Resources**” (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **Employer’s** main banker, Standard Bank, on the Base Date (seven calendar days before tender

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closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

6.8.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by **Employer's** main banker, Standard Bank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the Standard Bank rate referred to above, then the Standard Bank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Contractor (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**".
- (f) When the Contractor (or supplier or sub-contractor) so obtains forward cover, the Contractor shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Contractor's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

6.8.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Contractor shall advise the Employer's Agent of any changes which occur.

6.8.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Contractor shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 6.10.1.5:

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Delete Clause 6.10.1.5 in its entirety and replace with the following:

6.10.1.5 The value of Plant and materials:

6.10.1.5.1 up to a percentage limit of **80%** for the Plant and materials referred to in Clause 6.9.1.1 brought on to the Site but not yet built into the Permanent Works;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials by reason of the Contractor's sequestration or liquidation, or of any defect in the Contractor's title to the Plant and/or materials;

6.10.1.5.2 which have been manufactured and are stored at places other than the Site, in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

6.10.1.5.3 for which a deposit with order is required from the Contractor by a manufacturer/supplier, only in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

The terms and conditions for advance payment are set out in Clause 6.10.10 and in the Advance Payment Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 6.10.1.7:

Add the following after the words "Clause 5.13":

or any other fines or penalties that become due under the Contract.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of **10%** of the monthly payment certificates up to a maximum of **5%** of the contract value. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Add the following to the last sentence of Clause 6.10.4:

..., dated as at the date of delivery of the Contractor's statement to the Employer's Agent.

Add the following to Clause 6.10.4:

The Contractor may submit a fully motivated application regarding more frequent payment to the Employer's Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R0.00 (Nil)**.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R20 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 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:

- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) 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.

Clause 8.6.5:

Delete the following from Clause 8.6.5:

"and the terms thereof shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld."

Clause 8.6.6:

Replace clause 8.6.6 with the following:

The Contractor shall provide evidence in the form stated in the contract data to the Employer's Agent that the required insurances are effected and that all premiums thereunder have been paid.

Clause 9.1:

In Clause 9.1.6 replace "and 9.1.3" with:

, 9.1.3 and 9.1.7

Add the following Clause after Clause 9.1.6:

9.1.7 Death of Sole Proprietor/Member

Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor's estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.

9.1.8 Material Irregularity during procurement process

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The Employer may terminate the contract if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its Supply Chain Management Policy.

9.1.9 Reputational risk or harm to the Employer\

The Employer may terminate the contract if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 9.1.9.1 reports of poor governance and/or unethical behaviour;
- 9.1.9.2 association with notorious individuals or any of their known family;
- 9.1.9.3 poor performance issues, known to the Employer;
- 9.1.9.4 negative social media reports; or
- 9.1.9.5 adverse assurance (e.g. due diligence) report outcomes.

Add the following Clause after Clause 9.2.3:

9.2.4 Employer's Elections in case of Insolvency

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

- 9.2.4.1 accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 9.2.4.2 terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 10:

Clause 11 Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

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SPECIAL MATERIALS SCHEDULE N/A		
<p>Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The base prices for the special materials (current at the time of tender) shall be as stated in the schedule below, or where required, shall be furnished by the tenderer/contractor. Only those materials listed by the Employer below shall be considered as special materials.</p>		
Special Material	Unit	Base Price
Bitumen (50/70 penetration grade)	t	R 3800.00 (May 2016, Engen)
Bitumen (70/100 penetration grade)	t	R 3204.46 (May 2016, Chevron)
Structural steel	t	The ArcelorMittal prices, as published in their official price lists, current at the time of tender closing, will be used as the base prices for determining the adjustment in steel prices.
Steel reinforcing bars	t	
Steel used in the manufacture of pipes	t	
Steel used in the manufacture of street light poles	t	
<p>Conditions:</p> <ol style="list-style-type: none"> 1) When called upon to do so, the contractor shall substantiate the prices to be used to determine the adjustment in respect of the special materials listed above with acceptable documentary evidence. 2) In the case of bituminous products, the Employer has provided, in the schedule above, a base rate for bitumen upon which the tendered rates will be deemed to be based, and which will be used for determining the adjustment in the price of such bituminous products. 3) Where an adjustment for the variation in the price of bituminous products is claimed, the claim must be substantiated by a declaration from the manufacturer, confirming the source of bitumen used in such bituminous products at the time in question. 4) Where the source of bitumen (the refinery) is located in the Western Cape Province, or where bitumen sourced from abroad is landed at a port in the Western Cape, the cost of transporting such bitumen within the boundaries of the Western Cape shall be included in the rate for bituminous products. Extra-over rates to cover the cost of transporting bitumen from beyond the borders of the Western Cape have been measured separately in the Bill of Quantities. 5) Where imported bitumen used in bituminous products is landed at a port beyond the borders of the Western Cape, the importers must clearly state whether or not their price is inclusive of transport to the Western Cape, which will determine whether extra-over transport costs are applicable, or not. The price of the imported bitumen itself must be expressed as a landed price in ZAR. 		

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C1.2 Contract Data

Data provided by the Contractor

The name of the Contractor is

The address of the Contractor is

Physical : Postal :
Address Address
.....
.....
.....
.....

Telephone : Fax:

email :

CONTRACTOR'S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD

Year 1 contractor's annual holiday period	Start date		End date
Year 1 contractor's annual holiday period	Start date		End date
Year 1 contractor's annual holiday period	Start date		End date

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C1.3 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE SENQU MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing
..... , as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20

Witness

for and on behalf of
Senqu Municipality

Bid No 53/2023-2024T.
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C1.4 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: 07/2022-2023T

CONTRACT TITLE: RECONSTRUCTION OF 6 KM GRAVEL ROADS AND STORMWATER CHANNELS IN NTABAMHLOPE Ward 05

I/ we,.....{Contractor} record as follows:

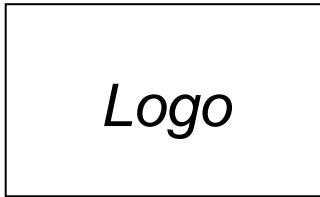
1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed Date.....
CONTRACTOR

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

C1.5 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

SENQU MUNICIPALITY
Municipal Manager
19 Murray Street
Lady Grey
9755

Dear Sir

CONTRACT NO.: ?? /2024-2025T

CONTRACT TITLE: RECONSTRUCTION OF 6 KM GRAVEL ROADS AND STORMWATER CHANNELS IN NTABAMHLOPE Ward 05

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the SENQU MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

C1.6 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: ?? /2024-2025T

PROJECT.....

AGREEMENT made between the CONTRACTOR
and the Community Liaison Officer....., hereafter
referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the
above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R..... per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

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- 3.5 Workers and the CLO will not be permitted to work under conditions of:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;
 - (v) strike action or political stayaways.
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) wilful or negligent damage to or loss of machines or equipment.
- The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.
The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.
- 3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.
- 3.8 The CLO shall be given a statement with each payment on which is recorded:
- (i) the name of the Contractor;
 - (ii) the CLO's name;
 - (iii) the number of days worked by the CLO;
 - (iv) the rate per day;
 - (v) the details of any deductions made;
 - (vi) the actual amount paid to the CLO.
- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. THUS AGREED AND SIGNED BY THE PARTIES:

Contractor:

Community Liaison officer:

Date:

Bid No 53/2023-2024T.
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CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	? – ?
C2.2 Bills of Quantities.....	? – ?

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Bills of Quantities. The referenced clauses are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate should be entered against each item in the Bills of Quantities, whether the quantities are stated or not. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
10. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

Bid No 53/2023-2024T.
**RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha**

11. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.
11. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Bills of Quantities which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Bills of Quantities.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account.

The pages of the issued Bills of Quantities should not be removed from the tender document.

12. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment.

The following bills in Part C2.2 Bills of Quantities are deemed applicable to the following categories for the purposes of Contract Price Adjustment:

NO.	BILL	CPA CATEGORY
1.	GENERAL ITEMS	To be proportioned
2.	ROAD CONSTRUCTION	Roads and earthworks
3.	BRIDGE REHABILITATION	Concrete work

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

C2.2 Bills of Quantities

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

Senqu Local Municipality						
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12: KwaNtoyi and Zwelitsha						
Bid No: 53 / 2023 - 2024 T						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
1	SABS 1200 A	SECTION 1: PRELIMINARY AND GENERAL				
1,1		GENERAL				
		As specified in SABS 1200A and in the Project Specification				
1.1.1	PSA 8.3.1	Contractor's Fixed Charge Items (Refer to Particular Specs C3.4.4)	Sum	1,00		
1.1.2	PSA 8.4.1	Contractor's Time-Related Items (Refer to Particular Specs C3.4.4)	Sum	1,00		
	8,5	Sums Stated Provisionally by the Engineer				
1.1.1	2	Allowance for additional costs related to Independent Consultants for Social facilitation, OHS and EMP management	Prov.Su m	55000,00		
1.1.1	3	Overheads, charges and profit on item 1.1.12	%			
	8,6	Prime Cost Items				
1.1.2	PSAB 2	Prime Cost for cellular telephone call				
	8.1.3	charges	P C Sum	5000,00		
1.1.2	PSAB 3	Overheads, charges, profit etc. on				
	8.1.4	item 1.1.16	%			
TOTAL CARRIED FORWARD TO THE NEXT PAGE						
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE						

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

	8,7	Daywork				
		Personnel				
		(i) Normal working hours				
1.1.2 4		a) Unskilled labour	hr	5,00		RATE ONLY
1.1.2 5		b) Semi-skilled labour	hr	5,00		RATE ONLY
1.1.2 6		c) Skilled labour	hr	5,00		RATE ONLY
1.1.2 7		d) Ganger	hr	5,00		RATE ONLY
1.1.2 8		e) Flagman	hr	5,00		RATE ONLY
1.1.2 9		f) Foreman	hr	5,00		RATE ONLY
		(ii) Outside normal working hours				
1.1.3 0		a) Unskilled labour	hr	5,00		RATE ONLY
1.1.3 1		b) Semi-skilled labour	hr	5,00		RATE ONLY
1.1.3 2		c) Skilled labour	hr	5,00		RATE ONLY
1.1.3 3		d) Ganger	hr	5,00		RATE ONLY
1.1.3 4		e) Flagman	hr	5,00		RATE ONLY
1.1.3 5		f) Foreman	hr	5,00		RATE ONLY
		Plant				
1.1.3 6		a) Loader	hr	5,00		RATE ONLY
1.1.3 7		b) Grader	hr	5,00		RATE ONLY
1.1.3 8		c) Vibratory roller (pedestrian) (Bomag 90 or Similar)	hr	5,00		RATE ONLY
1.1.3 9		d) Vibratory roller (towed)	hr	5,00		RATE ONLY
1.1.4 0		e) Tip truck (6 m3 minimum)	hr	5,00		RATE ONLY
1.1.4 1		f) Compressor and all accessories (250 cfm minimum)	hr	5,00		RATE ONLY
1.1.4 2		g) Water bowser (minimum 5000 litres)	hr	5,00		RATE ONLY

Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

1.1.4 3		(i) Excavator / backactor (TLB or equivalent)	Hour	20,00		RATE ONLY
1.1.4 4		(j) Excavator / Backactor minimum 75 kW (Catepillar 215 or equivalent)	Hour	5,00		RATE ONLY
1.1.4 5		k) Concrete mixer	hr	5,00		RATE ONLY
		Materials				
1.1.4 7		a) Procurement of materials	Prov Sum	1,00	R 12 000,00	
1.1.4 8		b) Overheads, changes, profit, etc. on item 1.1.41	%			
	8,8	Temporary Works				
1.1.4 9	PSA 8.8.2	Accommodation of traffic and access to properties	Prov Sum	1,00	R 25 000,00	
		item 1.1.49	%			
	PSA 8.8.4	Locating existing services				
1.1.5 0		(c) Excavate by hand or use of mechanical detector to expose and mark existing services along project footprint/route	Sum	1,00		
	PSA 8.8.5	Cost of Survey in Terms of the Land				
		Survey Act				
1.1.5 1		a) Locate, record and protect erf boundary pegs	Sum	1,00		
1.1.5 2		b) Replace pegs recorded as missing at commencement of contract as well as pegs removed in terms of Subclause PSA 5.1.2(c)	No	10,00		
TOTAL CARRIED FORWARD TO THE NEXT PAGE						
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE						
1,2	SABS 1200 AB	ENGINEER'S OFFICE AND CONTRACTORS SITE CAMP				
		Supply, maintain, operate and remove on completion of the contract				
1.2.1	PSAB 3.2	a) Furnished office within Contractor's site office and contract nameboard	No	1,00		
1.2.2		(b) Automatic level, tripod & 3m stave	Sum	1,00		
1.2.3		(c) Measuring wheel & 50m tape	Sum	1,00		

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RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

1.2.4		f) Carport for one vehicle	No	1,00		
1.2.5		(g) Ablution and latrine facilities	Sum	1,00		
1,3		HEALTH AND SAFETY				
1.3.1	PA 13.1	Contractor's initial obligations in respect to the Occupational Health and Safety Act and Construction Regulations	Sum	1,00		
1.3.2	PA 13.2	Contractor's time related obligations in respect of the Occupational Health and Safety Act, Construction Regulations and Environmental Management Acts	Month	5,00		
1.3.3	PA 13.3	Provision of full time Construction Safety and Environmental Officer	Month	5,00		
1.3.4	PA 13.4	Submission of Health and Safety File	Sum	1,00		
1,4	PC	ENVIRONMENTAL AWARENESS				
1.4.1	PC 8.1	Enviromental awareness training	Prov Sum	50000,00		
			%			
1.4.2	PC 8.2	Compliance with enviromental management specification	Prov Sum	30000,00		
			%			
1,5		COMMUNITY LIAISON and TRAINING				
1.5.1	PSA 8.8.7	Community liaison officer and PSC Allowances	Prov Sum	85000,00		
1.5.2		Overheads, charges and profit etc. on 1.7.1 above	%			
1.5.3		Non-Accredited Training Gerenric skills	Prov Sum	85000,00		
			%			
TOTAL CARRIED FORWARD TO SUMMARY						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
SECTION 2: ROADWORKS						
2,1	SABS 1200 C	SITE CLEARANCE				
		as specified in SABS 1200 C and in the specifications				
2.1.1	8.2.1 PSC 8.2.1	Clear and grub	Ha	1,25		
2,2	SABS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)				
		as specified in SABS 1200 DM and in the specifications				

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RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

	8.3.2	Preparation of Site:				
	8.3.3 PSDM 8.3.3	Treatment of roadbed :				
2.2.1		(a) Roadbed preparation and compaction of material to 90% of modified AASHTO maximum density	m ³	6250,00		
	8.3.4 PSDM 8.3.4	Cut to fill, borrow to fill:				
2.2.2		(a) Cut to fill compacted to 90% of modified AASHTO maximum density	m ³	1394,00		
2.2.3	PSDM 8.3.4 (b)	(b) Borrow to fill from commercial or off-site sources located by the Contractor compacted to 90% of modified AASHTO maximum density	m ³	4856,00		
	8.3.5 PSDM 8.3.5	Import selected layers from commercial sources:				
	PSDM 8.3.5 (b)	(a) Using material from commercial or off-site sources located by the Contractor				
2.2.5		(ii) 150mm selected subgrade (SSG), G7 upper selected layer compacted to 93% of modified AASHTO maximum density	m ³	6900,00		
		(b) Using material cut from site				
2.2.6		(i) 150mm selected subgrade (SSG), G9 pioneer layer compacted to 93% of modified AASHTO maximum density	m ³	2800,00		Rate Only
2.2.7		(ii) 150mm selected subgrade (SSG), G9 layer compacted to 93% of modified AASHTO maximum density	m ³	1245,00		Rate Only
2.2.8		(iii) 150mm selected subgrade (SSG), G7layer compacted to 93% of modified AASHTO maximum density	m ³	1743,00		Rate Only
	8.3.7 PSDM 8.3.7	Cut to spoil or stockpile from:				
2.2.9		(a) Soft excavation	m ³	3984,00		Rate Only
2.2.1 0		(b) Hard excavation	m ³	42,00		Rate Only
2.2.1 1		Extra over items above for haulage and temporal stockpiles of material and spoil	m ³ .km	28179,00		Rate Only

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RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

	8.3.13 PSDM 8.3.13	Surface finishes:				
2.2.1 2	PSDM8.3. 13 (c)	(c) Trim, shape and roll verge	m ²	29000,00		
TOTAL CARRIED FORWARD TO THE NEXT PAGE						
Item	Payment Refers	Description	Unit	Quantity	Rate	Amount
3		SECTION 3: ROAD SIGNS				
3,1	SABS 1200 MM	ANCILLARY ROADWORKS				
		as specified in SABS 1200 MM and in the Scope of Work				
	8,3	ROAD SIGNS:				
	8.3.6	Statutory signs, street names, and the like, supplied and erected complete				
3.1.1		(i) R1 - Stop sign	No	13,00		
3.1.2		(ii) R1.4 - Stop 4 sign	No	5,00		
3.1.3		(iii) R1.3 - Stop 3 sign	No	5,00		
3.1.4		(iv) R2 - Yield sign	No	4,00		
TOTAL CARRIED FORWARD TO SUMMARY						R 0,00
5		SECTION 5: STORMWATER DRAINAGE				
5,1	SABS 1200D	EARTHWORKS				
		As specified in SABS 1200 LE and in the Project Specification				
	PSLE 8.3.20 (LI)	Excavate in all materials and dispose of surplus and unsuitable material for open lined drainage channels				
		STONE PITCHED CHANNEL				
5.1.1		Depth 0m up to .3m	m	2500,00		
	PSLE 8.3.17 (LI)	Excavate in all materials and dispose of unsuitable excavated material for concrete lining of lined drainage channels, where ordered and replace with :				
5.1.2		a) Selected material complying with Subclauses 3.3.1 of SABS 1200ME and PSME 3.3.1 compacted to a minimum of 90% of Mod AASHTO density	m ³	150,00		Rate Only
5.1.3		b) Selected material complying with Subclauses 3.3.1 of SABS 1200ME and PSME 3.3.1 compacted to a minimum of 93% of Mod AASHTO density	m ³	150,00		Rate Only

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RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

5,2	SABS 1200 MK (LI)	STONE PITCHED CHANNEL				
		As specified in SABS 1200 MK and in the Project Specification				
	8.3.8	Cast in-situ concrete lining to open drains				
	8.3.10	a) Construct 75mm thick stone pitching lining to open lined v-drains using Class 30MPa/19 concrete with float finish	m ²	2200,00		
5.2.2		a) Construction joints	m	65,00		Rate Only
5.2.3		b) Expansion joints	m	65,00		Rate Only
	8,2	Formwork:				
5.2.6	8.3.2	Smooth plain on drainage channel side up to 0.2m high	m	2500,00		Rate Only
5,3	SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)				
		As specified in SABS 1200 DB and in the Project Specification				
	8.3.2	Excavation				
		a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material, for pipes				
		i) 375 mm dia concrete pipes				
		iii) 600 mm dia concrete pipes				
5.3.5		a) Depth 0m up to 1m	m	300,00		
5.3.7		c) Excavate and dispose of unsuitable material from trench bottom	m ³	150,00		
5.3.8	PSDB 8.3.2	d) Extra-over items 3.3.1 and 3.3.18 for hand excavation where ordered by the Engineer	m ³	15,00		
5,4	SABS 1200 LB	BEDDING (PIPES)				
		As specified in SABS 1200 LB and in the Project Specification				
	8.3.2	Supply only of bedding by importation				
	8.3.3.3	From commercial sources				
5.4.1		a) Selected granular material	m ³	216,00		
TOTAL CARRIED FORWARD TO THE NEXT PAGE						
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE						
5,5	SABS 1200 LE	STORMWATER DRAINAGE				
		As specified in SABS 1200 LE and in the Project Specification				
	8.3.1	Supply and lay concrete pipe culverts				
		a) 600mm diameter Class 100D pipes on Class B bedding	m	300,00		
	8.3.8	Supply and install manholes, catchpits and the like				

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		a) Manhole kerb inlets/Catchpits			
New rates		Brick manhole Type C as per Drawing No.071046-T06 for depths :	No	15,00	
		b) Headwall outlets	No	15,00	
5,9	SABS 1200DK	GABIONS			
		Surface preparation for bedding of gabions			
5.9.1	8.3.1 (LI)	Cavities filled with approved excavated material or rock	m ²	90,00	
5.9.2	8.3.2 (LI)	PVC-coated galvanized wire mattresses 300mm deep	m ³	30,00	
5.9.3	8.3.2 (LI)	1,0m x 1,0m x 1,0m deep PVC-coated galvanized gabion boxes	m ³	18,00	
5.9.4	8.3.2 (LI)	6,0m x 1,0m x 0,3m deep PVC-coated galvanized gabion boxes	m ³	30,00	
5.9.5	8.3.4 (LI)	A4 / U24 Geotextile	m ²	72,00	
TOTAL CARRIED FORWARD TO SUMMARY					

Senqu Local Municipality				
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN Ward 12: KwaNtoyi and Zwelitsha				
Bid/Contract No: 53 / 2023 - 2024 T				
Section	Description	Amount		
1	SECTION 1 : PRELIMINARY AND GENERAL	R		
2	SECTION 2 : ROADWORKS	R		
3	SECTION 3: ROAD SIGNS	R		
5	SECTION 4: STORMWATER	R		
	SUBTOTAL A	R		
	Add 15% VAT	R		
	TOTAL	R		

Bid No 53/2023-2024T.
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CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

CONTENTS	PAGES
1 SECTION 1 : PRELIMINARY AND GENERAL	
2 SECTION 2 : ROADWORKS	
3 SECTION 3: ROAD SIGNS	
4 SECTION 4: STORMWATER	
5 SUMMARY	
6 DECLARATION	

Bid No 53/2023-2024T.
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CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha

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**RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha**

DECLARATION (In respect of completeness of Tender)

Senqu Municipality
19 Murray Street
Lady Grey
9755?

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 156 pages in consecutive order upon which my/our tender for **TENDER NO. 54/2022-2023T** has been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

DATE

**Bid No 53/2023-2024T.
RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha**

Part C3: Scope of Work

C3.1	Description of the Works	147 – 148
C3.2	Engineering / Design	149
C3.3	Procurement	150 – 154
C3.4	Construction	155 – 160
C3.5	Management	161 – 250
C3.6	Annexes	251

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)
Particular Specifications
SANS Standardised Specifications

Bid No 53/2023-2024T.
**RECONSTRUCTION OF 5 KM GRAVEL ROADS AND STORMWATER
CHANNELS IN Ward 12 KwaNtoyi and Zwelitsha**

C3.1 Description of the Works

CONTENTS

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS

3.1.1 EMPLOYER'S OBJECTIVES

the Employer's objectives for the delivered project: The construction of interlock paved streets in Kwezi Naledi (Steve Tshwete) – Ward 14 (6km) will improve socio-economic situation in line with urban traffic flow for all transport users, giving a link to other roads, formal residential areas and service facilities in a comfortable, efficient and environmentally accepted manner. The service facilities include schools, sport grounds, community halls, churches, shops and other government facilities. Upgrading of the roads will also elevate the outlook of the town and surrounding township settlements so that it can be attractive to future investment opportunities.

Senqu local Municipality, hereafter referred to as, the Employer/Client, seeks to upgrade some Internal streets of Khwezi Naledi (Steve Tshwete) from gravel roads (often requiring maintenance due to erosive materials, corrugation, slipperiness etc) to paved roads.

The road would serve to support the prospects of social growth and upliftment in the quality of life for the local community owing temporary job creation, use of natural resources within the area and eventual benefit of the road asset facility. It is reasonable to award merit to the fact the proposed road upgrade will open the area to more diverse economic activity.

This gives effect to a better life for all the residents in these areas thereby ensuring that through this programme:

- Sustainable services are rendered to the residents of these areas as they are enshrined in the Constitution of South Africa (Act 108 of 1996).
- Jobs are created for the local people during construction where possible.
- Skills are transferred to those local individuals who are identified.
- Improves socio-economic conditions of the affected communities by access to services and schools thereby address a backlog of access roads under the Senqu LM Local Municipal jurisdiction.
- Protect the value of property.

3.1.2 OVERVIEW OF THE WORKS

The roadways can be classified into two categories, that is, Street collector roads and secondary roads (residential streets). It is proposed that the Street collector roads be paved with 80mm thick concrete interlocking pavers while the secondary roadways are proposed to be surfaced with 60mm thick interlocking paving blocks in order to encourage job creation (labour intensive works).

The paving blocks are preferred option to Senqu LM as they have proved to be cost-effective alternative on future maintenance costs over the blacktop surface.

:

3.1.3 EXTENT OF THE WORKS

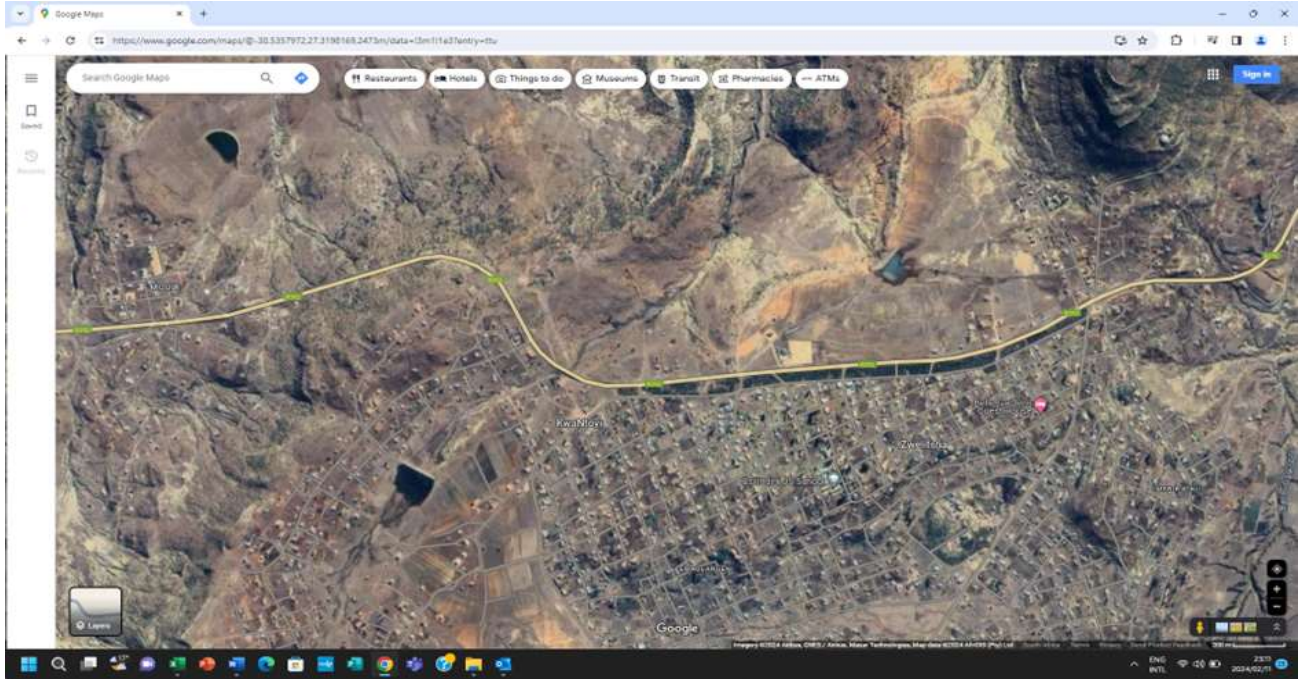
The scope of works for reconstruction of existing gravel wearing course to the following:

- Clear and grub road reserves.
- Remove unsuitable materials and spoil.
- Installation of nominal pipe culverts with inlet and outlet structures. Construction associated storm water drainage structures i.e. inlet and outlet facilities and related erosion protection measures such as stone pitching.
- Scarify the existing subgrade material for reuse/rework and modify the existing layers as selected layers or import selected G7 material.
- Import and construct sub-base and base layer with 150mm G5 material.

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3.1.4 LOCATION OF THE WORKS

The project is located at approximately 80 km north east from Sterkspruit Town centre under the jurisdiction of Senqu Local Municipality in the Eastern Cape Province.



AREA	No. of HH	GPS
Ward 12: KwaNtoyi and Zwelitsha villages	912	30°32'16.1"S 27°19'03.9"E 30°32'42.5"S 27°19'33.8"E, 30°32'10.7"S 27°19'39.2"E 30°32'28.4"S 27°19'52.7"E

3.1.5 TEMPORARY WORKS

Temporary works include preparatory works such as site establishment for office, plant and accommodation, compliance to related statutory requirements, .

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C3.2 Engineering / Design

CONTENTS

- 3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX
- 3.2.2 EMPLOYER'S DESIGN
- 3.2.3 DESIGN BRIEF
- 3.2.4 DRAWINGS
- 3.2.5 DESIGN PROCEDURES

3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Identify responsibilities for design and related documentation - Works designed by, per design stage:

Concept, feasibility and overall process.....Employer

Basic engineering and detail layouts to tender stage.....Employer

Final design to approval for construction.....Employer

Temporary works.....Contractor

As built drawings.....Contractor

3.2.2 EMPLOYER'S DESIGN

- | | | |
|----|---|----------------------------|
| a. | <i>Works designed by, per design stage:</i> | |
| b. | <i>Concept, feasibility and overall process</i> | <i>Employer</i> |
| c. | <i>Basic engineering and detail layout to tender stage</i> | <i>Employer</i> |
| d. | <i>Final design to approved for construction stage</i> | <i>Employer</i> |
| e. | <i>Temporary works:</i> | <i>Contractor</i> |
| f. | <i>Preparation of as built (marked up Engineers drawings)</i> | <i>Contractor/Employer</i> |

3.2.3 DESIGN BRIEF

Where the contractor is responsible for the design, a comprehensive design brief and Professional Indemnity Insurance which includes employer preferences will be required. Proven design and construction specifications and statutory requirements and technical requirements must be applied.

3.2.4 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 (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

3.2.5 DESIGN PROCEDURES

Design procedures where the contractor is responsible for the design which as a minimum sets out:

- interfaces with existing structures, plant etc;

- any temporary works requirements, if any, e.g. specialized items equipment;

- design integration before and during construction;

Any Contractor's own design must be approved by the Employer and must conform to Employer's preference of record keeping and tracking of documents.

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C3.3 Procurement

CONTENTS

3.3.1 SUB-CONTRACTING PROCEDURES

3.3.1. SUB-CONTRACTING PROCEDURES

3.3.1.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the **PREFERENCE POINTS CLAIM FORM**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **PREFERENCE POINTS CLAIM FORM**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in the attached annexure.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, , of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

3.3.1.2 Procedure for the selection of sub-contractors/suppliers

A list of approved subcontractors and suppliers may be obtained from Supply Chain and SMME departments. *Subcontractors and suppliers shall be Black Enterprises. A black enterprise (BE) is defined as a company or economic activity that is owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise. The Broad-Based Black Economic Empowerment Act No. 53 of 2003, principles shall apply to BE's.*

Enterprises shall comply with the following:

- *Business shall be registered within the Senqu Local Municipality boundaries,*
- *Owners shall reside within the Senqu Local Municipality.*

Subcontracting procedures

The contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be subcontracted in terms of the contract in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the(insert title of standard form of subcontract that is to be used), with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation and adjudication panel shall comprise of equal representatives from the Employer and from the Contractor. The Employer requires the BOC Committee to form the Evaluation Panel.

The Contractor shall without delay award and enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The employer shall invite tenders for the contract using the relevant description of the work. The employer together with the contractor shall evaluate the tenders received in accordance with the Standard Conditions of Contract issued by the CIDB and the Tender Data issued to tendering subcontractors. The evaluation panel shall comprise of two representatives from the employer, and two representatives from the contractor.

The contractor shall without delay, enter into contract with the successful tendering subcontractor based on his tender submission.

The contractor shall remain responsible for providing the works as if the works had not been subcontracted.

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Attendance on subcontractors

For example: where the Contractor will have to manage Black Owned Companies (BOC) subcontractors.

SUBCONTRACTING: PORTION OF WORKS RESERVED FOR BOC SUBCONTRACTORS

This specification covers the requirements of the Employer for the use and development of BOC's as subcontractors on civil engineering projects.

a. DEFINITIONS

For the purposes of the Scope of Works, the definitions given in the General Conditions of Contract for Construction Works (2015), the Standard Specifications and the Scope of Works, together with the following additional definitions shall apply:

- i. **"Contract"** shall have the meaning assigned thereto in Clause 1.1.1.7 of the General Conditions of Contract for Construction Works (2015).
- ii. **"Contractor"** shall have the meaning assigned thereto in Clause 1.1.1.9 of the General Conditions of Contract for Construction Works (2015).
- iii. **"Main Contract"**: shall mean the contract entered into between the Employer, who is the SENQU LOCAL Municipality, and the Contractor.
- iv. **"BOC Committee"**: The BOC Committee shall be selected after award of the Main Contract, and its members shall consist of:
 - The Contractor, or his representative
 - The Engineer, or his representative
 - The Community Liaison Officer
- v. **"BOC Subcontract"** shall mean the contract entered into between the Contractor and any BOC subcontractor.
- vi. **"BOC Work Package"** shall mean that portion of the Works which shall be set aside for construction by an BOC.

b. PROCEDURE FOR ENGAGING BOC's ON THE PROJECT

The conditions of subcontract shall stipulate that the tenderer must be registered with the Construction Industry Development Board, in the relevant category, according to the estimated value of the Work Package.

The Contractor, with assistance from the Engineer, must undertake the following tasks in appointing BOC's:

- invite tenders for selected work activities.
- together with the BOC Committee, adjudicate and award the tenders;
- sign a subcontract agreement for each Work Package with the successful BOC subcontractor;
- assist and monitor the BOC subcontractors with their work output and quality;
- issue subject to the approval of the Employer a Certification of Completion to each BOC subcontractor;

The Contractor shall ensure that BOC's are appointed timeously, so as not to delay the programme on the Main Contract in any way.

The above tasks are more fully described below

d. TENDER PROCESS FOR APPOINTING BOC's

d.1 Supply Chain Management Policy

The Contractor shall procure the services of BOC's by following a process similar to that of the Municipality's Supply Chain Management Policy, so as to ensure fairness and equity. Tenders, of which the estimated value is below R 200 000, may be procured by obtaining three quotes. However, for work packages whose estimated value exceeds R 200 000, public notice shall be invited. The Contractor shall invite tenders and shall be responsible for the issuing of the subcontract tender documents to prospective tenderers.

The Contractor shall adjudicate the tenders with the assistance of the BOC Committee and shall enter into a subcontract agreement with the successful BOC.

All conditions of tender, as they applied to the Main Contractor on this Contract, shall apply where relevant, to the tenders for BOC subcontracts.

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d.2 Conditions of Tender

The conditions of the subcontract agreement shall be in accordance with the General Conditions of Contract for Construction Works (2015). The contract will also specify:

- (a) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
(b) details of any training to be provided to the temporary workforce

d.3 Assistance to the Tenderers

(a) The Contractor shall be responsible for ensuring that prospective BOC tenderers fully comprehend the following:

- Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering;
- implications of the tendered rates;
- scope and extent of the works included in the subcontract;
- proper procedures for the submission of the tender
- procedures and basis on which tenders will be adjudicated and the subcontract awarded.

d.4 Adjudication

(a) The Contractor shall receive all tenders at a location identified by him, with all sealed tender submissions being placed in a proper tender box for this purpose.

(b) All tenders received shall be evaluated by a registered professional engineer from the Engineering firm representing the Employer and the person (Contracts Manager) mandated to act and sign on behalf of the Tenderer.

(c) The BOC Committee shall have the right to interview any Tenderer for the purpose of:

- Clarifying any aspect of the tender;
- Verifying the eligibility of the Tenderer;
- Querying abnormally high or low rates and prices, and
- Clarifying rates and prices which are not in balance with other tendered rates and prices.

(d) The correction of obvious errors shall be carried out in accordance with the requirements of the CIDB Conditions of Tender.

(e) Adjudication of the tenders received will be made by the BOC Committee and an official representative from the Employer. The Contractor shall be prepared to explain the process of adjudication to all Tenderers and motivate his method of award, as may be necessary.

d.5 Award of Tenders

The Contractor must award the work to the successful BOC Tenderer whereafter a subcontract agreement will be signed between the Contractor and the successful BOC Tenderer.

e ATTENDANCE ON BOC SUBCONTRACTORS

The Contractor shall closely manage and supervise all BOC's and shall manage, guide and assist each BOC in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the expertise of relevant BOC and shall be directed at enabling the BOC's to achieve the successful execution and completion of the subcontract.

A payment item shall be provided in the schedule of quantities in the Main Contract, in which the Contractor will be reimbursed on the basis of a percentage of the value of the subcontracts awarded, for his attendance on the BOC subcontractors. This amount shall allow for:

- All costs incurred for advertising and adjudicating tenders, and for assistance afforded to prospective tenderers.

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- All administrative, management and supervisory functions associated with the employment of the BOC's.

The Contractor shall be required to appoint a BOC Construction Manager who will be responsible to assist BOC's as and when required. The BOC Construction Manager's duties are specified in Clause PSA 5.9 below.

“PSA 5.9 BOC CONSTRUCTION MANAGER Assistance to the BOC Subcontractors

The Contractor shall, in addition to the requirements of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), guide, assist and mentor all eligible potential BOC's wishing to submit tenders, in the proper completion and submission of their particular tenders, including advice and guidance on how to establish rates.

The Contractor shall employ on a full-time basis, a construction manager on the Contract who will manage the BOC's and report on progress to the BOC Committee. Such Construction Manager must be adequately experienced with BOC work and the development thereof and will be subject to the approval of the Employer. The assistance rendered by the Construction Manager, shall *inter alia*:

- (i) be given at a level and to the extent which is commensurate with the expertise and resources of the BOC,
- (ii) be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the BOC;
- (iii) not be utilized by the Contractor to manipulate the rates and prices submitted, to his advantage, and
- (iv) be given in a manner which does not unfairly prejudice or favour any particular BOC.

The BOC Construction Manager will after the tendering process work with and manage the BOC Subcontractors throughout the Contract.”

f. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED BOC's

f.1 Dispute Avoidance and Resolution Procedures

The Contractor shall at all times:

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular BOC concerned.
- (b) closely manage and supervise all BOC's and wherever feasible, give reasonable warning to BOC's when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall whenever feasible, give the BOC's reasonable opportunity to make good any such contravention, or to avoid such contravention and shall render all reasonable assistance to the BOC in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the BOC's that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and a BOC such dispute shall be resolved in accordance with the provisions of the subcontract.

f.2 Quality of Work and Performance of the BOC subcontractor

If the BOC Subcontractor, in the opinion of the Engineer, fails to comply with the criteria as listed below, the Engineer shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria may include, but are not limited to, the following:

- (a) Acceptable standard of works as set out in the specifications in the subcontract.
- (b) Progress in accordance with the time constraints in the subcontract.
- (c) Punctual and full payment of the workforce and suppliers.
- (d) Site safety
- (e) Accommodation of traffic.

The BOC Subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Engineer, with the exception of points (d) and (e), for which the reaction time shall be 24 hours. Failure to do so, will be sufficient grounds for the Contractor to terminate the subcontract, provided that the BOC Committee is satisfied that the Contractor has made every effort to correct the performance by the BOC Subcontractor.

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g. ISSUING OF COMPLETION CERTIFICATE

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the BOC, a Certificate of Completion. The format, layout and appearance of certificates issued shall be agreed by the BOC Committee, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Engineer and a senior representative of the Contractor, who has been duly authorized thereto.

The Certificate of Completion shall provide the following information:

(a) Main Contract data:

- (i) Contract title;
- (ii) Contractor's full name and address;
- (iii) Engineer's name and address;
- (iv) Employer's name.

(b) Subcontract data:

- (i) BOC name and address;
- (ii) Scope or extent of the subcontract works;
- (iii) Value of the subcontract works;
- (iv) Duration of the subcontract;
- (v) Date of completion of the subcontract;
- (vi) Description of the training undergone by the BOC.

h. CONTRACTOR'S LIABILITY

h.1 No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), the Contractor shall be fully liable for the acts, defaults and neglects of any BOC's, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

i. MEASUREMENT AND PAYMENT

Under the work packages set aside for BOC's, the BOC shall be responsible for all labour, plant, equipment, tools and any other incidentals that may be required to carry out the works in accordance with the specifications.

The Main Contractor shall supervise and manage the BOC work at all times in order to ensure compliance with the specifications

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C3.4 Construction

CONTENTS

- 3.4.1 TRADE NAMES OR PROPRIETARY PRODUCTS
- 3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.5 LOCAL PRODUCTION AND CONTENT
- 3.4.6 EMPLOYMENT OF SECURITY PERSONNEL

3.4.1. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS

SABS 1200 A	:	General
SABS 1200 AB	:	Engineer’s Office
SABS 1200 C	:	Site Clearance
SABS1200 D	:	Earthworks
SABS1200 DB	:	Earthworks (Pipe trenches)
SABS1200 DK	:	Gabions and Pitching
SABS1200 DM	:	Earthworks (Roads; Subgrade)
SABS1200 GA	:	Concrete (Small Works)
SABS 1200 L	:	Medium Pressure Pipelines
SABS1200 LB	:	Bedding (Pipes)
SABS1200 LC	:	Cable Ducts
SABS1200 LE	:	Stormwater Drainage
SABS1200 M	:	Roads (General)
SABS1200 ME	:	Subbase
SABS1200 MF	:	Base
SABS1200 MG	:	Bituminous Surface Treatment
SABS1200 MH	:	Asphalt Base and Surfacing
SABS1200 MK	:	Kerbing and Channelling
SABS1200 MM	:	Ancillary Roadworks

3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

C3.4.3.1 The term “project specifications” appearing in any of the SABS 1200 standardised specifications must be replaced with the terms “scope of work”.

C3.4.3.2 The variations and additions to the specifications listed in C3.4.3.1 will be communicated when necessary.

C3.4.1 Certification by recognised bodies

State, which Institutions may certify, items for inclusion in the works and building systems, e.g. Agrément Board of South Africa.

C3.4.2 Agrément certificates

State requirements for the use of alternative materials, which are fit for purpose and as such are subject to an Agrément certificate, and requirements for providing Agrément certificates (see www.agrement.co.za).

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C3.4.3 Plant and materials provided by the employer

None.

C3.4.4 Materials samples and shop drawings

The Contractor must provide proof of compliance with materials specifications, samples of materials and finishes, shop drawings required to amplify the designs of aspects of the works, use of proprietary materials, etc.

C3.4.5 Equipment provided by the Employer

None.

C3.4.6 Requirement for equipment

Keep equipment in a safe, clean and good working condition. Workers using the equipment must be inducted as stipulated on the Health and Safety specification.

C3.4.7 *Known services*

The positions of existing services are not all known. The Contractor must contact Senqu Local Municipality for details of existing services.

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. Locate, mark and record such services and deliver to the Engineer for records.

C3.4.8 *Treatment of existing services*

Use only hand excavation to locate existing services.

C3.4.9 *Use of detection equipment for the location of underground services*

[State requirements, as necessary, for the use and availability of detection equipment for the location of underground services].

C3.4.10 *Damage to services*

[State responsibility for damage to services, known and unknown, and requirements for working in close proximity to services, etc].

C3.4.11 *Reinstatement of services and structure damaged during construction*

[State requirements and reinstatement procedures for the notification and repair of damage to services, penalties applicable to the damage of services, etc.

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C3.4.12 Service and facilities provided by the employer

Source of Water Supply

The Contractor may make application to the Municipality's Water Division for a clean water supply point, and shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

Source of Power Supply

The Contractor is to make his own arrangements with the Electricity Department for a supply of electricity, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

Location of Camp and Materials storage area

The camp site and storage area will be indicated to tenderers at the site inspection for the contract.

The Contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works the surface of the areas utilised shall be re-instated.

Contact the local office of Senqu Local Municipality for most of the following services:

- water: location, quality, approximate pressure, source, etc
- electricity: location, phase, source, etc.
- telecommunication services: location of lines, etc
- ablution facilities: nature and location will be responsibility of the contractor.
- The Contractor must arrange own means the medical / first aid facilities: nature and location
- • The Contractor must arrange own means for fire protection services: nature and location
- • The Contractor must arrange own means to :
- hook up to, and distribute water, electricity and telecommunication services;
- clear up and make good when the service or facility is no longer required, leave the employer's facilities in the condition they were before the contractor first made use of them, fair wear and tear excepted, and
- continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.

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C3.4.13 Facilities provided by the contractor

Temporary Offices

An office for the Engineer is required. The type of office required for the Engineer is specified in clauses AB 3.2 and PSAB 3.4.

Site meetings will be held in the Contractor's site office.

Sanitary Facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

Telephone Facilities

A site telephone will not be required by the Engineer, but the time-related tendered rate for the Contractor's telephone shall include for local official calls by the Engineer or his Representative.

C3.4.14 Storage and laboratory facilities

Requirements for storage and laboratory facilities will be communicated by Engineer in line with BOQ provisions.

C3.4.15 Other facilities and services

Requirements for other facilities and services will be communicated by Engineer in line with BOQ provisions all other temporary facilities necessary for providing the works which are not provided by the employer including power, water, telecommunications, security services, medical, fire protection, sanitation and toilets, waste disposal.

C3.4.16 Vehicles and equipment

Requirements for vehicles, computers, survey and testing equipment, office furniture etc for the use of the employer and his agents will be communicated by Engineer in line with BOQ provisions

C3.4.17 Advertising rights

Contact the Senqu Local LM for any information in this regard.

C3.4.18 Notice boards

The identity board required shall be as detailed on Drawing. The Contractor must request Engineer approval for placing and removal of notice board including those in respect of all types of subcontractors.

C3.4.19 SITE USAGE

The handing over of the site is only limited to the project footprint. Any deviation is subject to approval by relevant.

C3.4.20 PERMITS AND WAY LEAVES

The Contractor must seek information on permits and way leaves obtainable from various authorities.

C3.4.21 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The contractor must satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works and procedures for notifying the employer's representative where this is not the case.

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C3.4.22 *INSPECTION OF ADJOINING PROPERTIES*

The Contractor must take pictures and inspect with the owners of adjacent buildings and properties and representatives of all local authorities before commencing with the works that have the potential to damage surrounding buildings and property.

C3.4.23 *WATER FOR CONSTRUCTION PURPOSES*

The Contractor will be responsible for any arrangements for procuring, transporting, storing, distributing and applying the water needed for construction purposes.

C3.4.24 *SURVEY CONTROL AND SETTING OUT OF THE WORKS*

Before commencement of work, the Contractor is to liaise with the Engineer to establish exactly the status of all boundary pegs in the Township. The position of all erf pegs found will be recorded on a marked-up print of the Township.

On completion of the Contract the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer, been disturbed due to the negligence of the Contractor will be replaced at the Contractor's cost.

Survey controls levels are available for the setting out of the works.

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3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.5 LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

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C3.5 Management

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SANS 1921 (Construction and management requirements for construction works) and associated specifications are also applicable, Contractor required to get their own copies:

- SANS 1921-1: General engineering and construction works
- SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor
- SANS 1921-3: Structural steelwork
- SANS 1921-4: Third party management support in works contracts
- SANS 1921-5: Earthworks activities, which are to be performed by hand
- SANS 1921-6: HIV / AIDS awareness

3.5.1. FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):

- a) B-BBEE Sub-contract Expenditure Report
- b) Joint Venture Expenditure Report
- c) Targeted Labour Contract Participation Expenditure Report
- d) Targeted Enterprises Contract Participation Expenditure Report

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **PREFERENCE POINTS CLAIM FORM**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG_L) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG_E) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

3.5.2 PARTICIPATION OF TARGETED LABOUR

3.5.2.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour-intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried

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out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPG_L) is

5 %

The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_L.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

"Target area" means the geographical area shown on plan in Part C4: Site Information

"Targeted labour contract participation goal (CPG_L)" means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

"Targeted labour" means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

"Threshold value" is **R350.00** per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

"Value of the contract" means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.2.6 Penalties

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The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.3. COMMUNITY LIAISON OFFICER

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employer's Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.

It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document. This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Contractor, is currently **R360.00** per day.. As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

3.5.4. PARTICIPATION OF TARGETED ENTERPRISES

3.5.4.1 Minimum targeted enterprises contract participation goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPG_E) is

10 %

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG_E .

3.5.4.2 Definitions

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

"Target area" means the geographical area shown on plan in Part C4: Site Information

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“Targeted enterprises contract participation goal (CPG_E)” means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“Targeted enterprises” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

“Value of the contract” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.4.3 Achieving the contract participation goal

The contractor may achieve the specified minimum CPG_E as follows:

- a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Employer’s Agent to do so, submit details of his/her plan to achieve the minimum CPG_E.

3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG_E shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor’s sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- c) conditions which are more onerous than those that exist in the prime contract (this contract);
- d) payment procedures based on a pay when paid system;
- e) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_E.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer’s Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

3.5.4.5 Penalties

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The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_E^S - \text{CPG}_E^A) \times P^*$$

Where CPG_E^S = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

CPG_E^A = the targeted enterprises contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

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Applicable SANS 1921 standards

The following parts of SANS 1921 (Construction and management requirements for construction works) and associated specifications are applicable:

- SANS 1921-1: General engineering and construction works
- SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor
- SANS 1921-3: Structural steelwork
- SANS 1921-4: Third party management support in works contracts
- SANS 1921-5: Earthworks activities, which are to be performed by hand
- SANS 1921-6: HIV / AIDS awareness

The associated specification data are as follows:

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
4.1.7	The requirements for drawings, information and calculations for which the contractor is responsible are as described:
4.2.1	The responsibility strategy assigned to the contractor for the works is: State A, B or C
4.2.2	The structural engineer is:
4.2.3	Drawings and other information are to be submitted in accordance with the contractor's programme.
4.3	<p>The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.</p> <p>The programme shall be in the form of a Gant Chart and shall include the following details:</p> <ul style="list-style-type: none"> • A work breakdown structure, identifying the major activity groups. • For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities. • The linkages between activities shall be clearly indicated and the logical network upon which the programme is based should be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related. • The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown. • The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme. • Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc. • Together with the programme as detailed above the contractor shall submit to the engineer a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments. • The programme shall be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.

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SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	<ul style="list-style-type: none"> • If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work shall be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner. • Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in the General Conditions of Contract. • The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to the applicable clauses of the General Conditions of Contract when drawing up his programme. • The planning, program and method statements are to comply with the following: <ul style="list-style-type: none"> ○ Microsoft Project format
4.12.2	<p>The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are:</p> <p>.....</p> <p>.....</p>
4.12.2	<p>The fabrication drawings which the contractor is to provide and deliver to the client are:</p> <p>.....</p> <p>.....</p> <p>.....</p>
4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for the use by the employer and his agents are:</p> <ul style="list-style-type: none"> • Site office complete with desk, 3 chairs, 2 filing cabinets and plan layout table. Such an office shall be minimum 12m² in area with a hard floor, ceiling 3m in height, well ventilated with good lamination to provide sound proofing • Site meeting room complete with conference table and 10 chairs. Such an office shall be minimum 20m² in area with a hard floor, ceiling 3m in height, well ventilated with good lamination to provide sound proofing. • Electric lighting and power points in above rooms • 2 Carports • Cell phone and/or telephone and fax facilities

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SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	<ul style="list-style-type: none"> • Ablution facilities for the Engineer and his staff. • Laboratory facilities
4.14.6	The requirements for the provision and erection of sign boards are:
4.17.1	The requirements for the termination, diversion or maintenance of existing services are:
4.17.3	Services that are known to exist on the site are shown on the drawings
4.17.4	The requirements for the detection apparatus are:
4.18	The additional health and safety requirements are:
4.22	The works to be undertaken by nominated and selected subcontractors comprise:
Variations:	
4.1.10	Degree of accuracy II shall be applicable unless stated otherwise in the drawings or specification.
4.2.4	The time frame for acceptance is 10 working days
Additional clauses:	
4.1.1 p)	Add this new clause: "Appoint a Community liaison officer (CLO) to assist with the community liaison with the beneficiary community."
4.23	Add this new clause: "4.23 Community participation" Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the project, by the Ward Councillor. The functions of the PSC will be to: <ul style="list-style-type: none"> • Assist in monitoring the project. • Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time. • Encourage the community to participate in the Labour Intensive construction.

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SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	<ul style="list-style-type: none"> • Identify skills, skilled personnel and suppliers in the towns. <p>The PSC will not have the power to:</p> <ul style="list-style-type: none"> • Give any instructions to the contractor, except through the engineer. • Become involved in the daily operations of the contractor or interfere with the contract works. <p>A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.”</p>

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SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor	
Clause No	Specification data
4.3.2	The contractor shall design all the temporary culvers
4.6.1	The length of half-width roads under construction shall not exceed
4.6.3	The length of road shall be limited and acceptable to all
4.10.1	<p>The contractor shall provide the following traffic control facilities:</p> <ul style="list-style-type: none"> • Traffic-control devices such as flagmen, STOP and GO signs, traffic signals. • Statuary permanent and temporary road signs and barricades. • Channelization devices and barricades including delineators, cones, road studs, road marking, etc. • Barriers such as New Jersey, plastic movable barriers, etc. • Warning Devices on plant and construction vehicles. • Road markings.
Variations:	
Additional clauses:	
4.1.4	<p>Add this new clause:</p> <p>“Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.</p> <p>The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13.</p> <p>The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction.”</p>

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SANS 1921-3 Structural steelwork	
Clause No	Specification data
4.2.1	The responsibility strategy assigned to the steelwork contractor for the work is: specify A, B or C.
4.2.2	The steelwork structural engineer is.
4.3.2.1	The site will be ready for steelwork to commence on
4.3.2.1	The requirements for sequencing of the works are: The times for completing of the sections are: The procedures to be followed are: Matters that affect the program are:
4.3.3.2	The steelwork contractor is required to provide the steelwork structural engineer with a detailed method statement for the erection of each structure at least 2 weeks before construction commences.
4.4.2.4	The steelwork contractor is required to provide the following facilities for test purposes:
4.4.3.4	The following items and procedures need to be tested / certified by a recognized body:
4.5.1.1	Information, drawings and calculations provided to the steelwork contractor will be provided in the following format: and on the following media:
4.5.1.2	The steelwork contractor is to provide information in the following format: Drawings in AutoCAD .dwg format Programmes in Microsoft Project format Data will be supplied on paper and on DVD / CD media.....
4.5.3.1 or 4.5.3.2	Drawings and other information are to be submitted in accordance with the steelwork contractor's accepted programme.

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SANS 1921-3 Structural steelwork	
Clause No	Specification data
4.5.3.4	The steelwork contractor is required to submit the following additional information with general arrangement drawings to the employer for approval:
4.5.3.6	The steelwork contractor is required to submit “as erected “ drawings
4.7.6	The steelwork contractor is required to make his own arrangements for the provision of the following services: Water Electricity Sanitary services
4.7.9	The requirements for the provision and erection of sign boards are:
4.10.2	The requirements for the protection, termination, diversion or maintenance of existing services are:
4.10.4	Services which are known to exist on site are:
4.11.1	The specific health and safety requirements are:
4.11.3	The steelwork contractor is required to submit a report on the assessment and management of risk.
4.11.4	The steelwork contractor is required to enclose the steelwork for the protection of the public and others.
Variations:	
Additional clauses:	

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SANS 1921-4: Third –party management support in works contracts	
Clause No	Specification Data
5.1.1(b)	The construction Manager is required to arrange for the supply of mechanical equipment and the supply and delivery of materials to site
5.1.1(i)	The construction manager is required to provide the following site facilities:
5.1.1(b)	The employer's policy pertaining to conditions of employment is as follows:
5.1.1(h)	The following name boards are required:
Variations:	
Additional clauses:	

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SANS 1921-5: Earthworks activities that are to be performed by hand	
Clause No	Specification Data
5.1	The depth of the trenches to be excavated by hand is 1,5m.
Variations:	State variations, if any, for example specific compaction requirements
Additional clauses	

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SANS 1921-6: HIV / AIDS awareness				
Clause No	Specification Data			
4.2.1(a)	A qualified service provider is a service provider that is accredited by The SENQU LM Health and Social Development and appears on the list of recognized service providers Of the SENQU LM Health and Social Development.			
	The contact particulars of qualified service providers are as follows:			
	Name	Tel	Fax	e-mail
4.2.1 (a)	Apart for the initial programme, the HIV / AIDS awareness programme is to be repeated at 4-month intervals throughout the duration of the contract			
Variations:				
Additional clauses:				

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Particular or Generic specifications

Refer to Clause C3.4.3

Planning and programming

The programme must have sufficient detail of tasks to be performed, critical path activities and their dependencies, frequency of updating, etc. Provision of particulars of phased completion, programme constraints, milestone dates for completion etc, as necessary.

Sequence of the works

The contractor must submit proposal for the sequence of the works for approval by the Employer.

Software application for programming

MS projects or similar

Methods and procedures

The Contractor must attention to the following requirements, restrictions and / or procedures in respect of:

- *Must pay attention to both pedestrian and vehicular movements as the residential areas way in which work is to be executed are occupied;*
- *Keep the cleanliness of the site;*
- *Protect of trees and shrubs outside roadworks;*
- *follow procedures should there be blasting operations;*
- *the location of borrow pits, disposal of excess materials, deposition of materials, etc in earthworks activities must be done in conjunction with other authorities;*
- *Work on or adjacent to structures, railway lines, pipelines, roads, cables without permission and supervision is prohibited;*
- *Care should be taken for the management and disposal of water on the site arising from whatever cause;*
- *Maintain access, roads, maintenance of accesses and walkways;*
- *Co-operate with others on the site;*
- *Maintain access to existing premises and adjoining properties;*
- *Protect and report objects of historical or environmental interest;*
- *Site records must be maintained and kept safe;*
- *Observe hours of work, rules and conduct in respect of the personnel of the contractor and his subcontractors;*
- *Keep down noise, dust, water, waste and other impediments;*
- *Work of others is still the main contractor responsibilities;*
- *Give access for other contractors;*
- *Giving notice of work to be covered up;*
- *Contractor is responsible for any temporary works;*
- *Contractor is responsible for care of the works; plant and materials;*
- *Contractor is responsible for Establishing and removing equipment from the site;*
- *Contractor is responsible for own test samples and mock ups;*
- *Contractor is responsible for own progress photographs;*
- *Contractor is responsible for maintenance until completion;*
- *Contractor is responsible for training of operators;*
- *materials storage facilities and samples for tests and inspections to be provided;*

Quality plans and control

a) 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.

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.

Environment

An Environmental Management Programme stipulates requirements and / or constraints pertain to the minimizing of dust nuisance, noise levels, pollution of streams, and inconvenience to, or

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interference with the public or others arising out of the execution of the works. A copy of environmental authorization is available for reference.

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.

Accommodation of traffic on public roads occupied by the contractor

An allowance is made for accommodation of traffic for convenience, safety, clearances, temporary deviations, access to properties, temporary traffic control facilities, etc.

Other Contractors on site

Contractor will be responsible for any Sub-contractors who may be employed by the main contractor.

Testing, completion, commissioning, and correction of defects

GCC 2015 3rd Edition procedures will be used for the following:

- *Use of the works before completion has been certified;*
- *Handover / beneficial occupation;*
- *Pre-commissioning and commissioning of the works or part thereof, before and after completion;*
- *Certifying completion;*
- *Start-up; operation of the works; special arrangements associated with operating plant and machinery etc.,*
- *Training and technology transfer;*
- *Take over;*
- *Operational maintenance (if any), after completion;*
- *Work which contractors may carry out after completion has been certified (in addition to correcting defects), and*
- *Arranging access for correction of defects].*

Recording of weather

The Contractor shall erect an effective rainfall gauge on the site of the works and record the daily rainfall figures in the site diary. The site diary shall be handed to the employer's representative for his signature no later than 10 days after rain that is considered to justify an extension of time occurs. Extension of time due to abnormal rainfall shall be determined by as defined and described in the Contract Data.

Format of communications

The following types of communications will be used: site instructions, requests for inspections. Proforma of such documents will be issued before the start of construction and will be applicable until the end of the scope of work.

Key personnel

It is compulsory that CVs of Site Agent and Forman and Health and Safety personnel be submitted to the employers' representative.

Management meeting

Site meetings will be held once a month at site office on dates that will be issued to the Contractor. The attendance of Contractor representative must be no less than a site agent or who must have the necessary delegated authority in respect of aspects such as planning change management and health and safety.

Forms for contract administration

Standard forms for contract administration purposes will be issued.

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Electronic payments

All payments will be made electronically.

Guarantees

State number of copies and the place where bonds and guarantees are to be lodged. State the place where bonds and guarantees can be collected when they are released in accordance with the contract.

Permits

There are no permit requirements known at this stage.

Proof of compliance with the law

There are no specific requirements known at this stage except documentation requirements listed on tender notice, returnable documentation and various sections of this document.

Insurance provided by the employer

Proof of insurance cover and payment will be required.

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3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME

Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

3.5.6. HEALTH AND SAFETY

Particular Specification H: Health and Safety Specification is attached hereto.

C3.6.1 Health and safety requirements and procedures

- a) *In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:*
- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.*
 - (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.*
 - (iii) The Contractor 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 himself 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.*
 - (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) 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 any appropriate records or safety plans held by the Contractor.*
 - (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.*
 - (vi) The Contractor shall furthermore, in compliance with Construction Regulations, 2014 to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the CONSTRUCTION REGULATIONS, 2014 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the CONSTRUCTION REGULATIONS, 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. 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.*
 - (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the CONSTRUCTION REGULATIONS, 2014 to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the 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, until such time that the*

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Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.

- (viii) *The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.3 : Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification of the CONSTRUCTION REGULATIONS, 2014, which is attached as Appendix B.*

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

Health and Safety requirements are made known on health and safety specification, contract between the contractor and employer, schedules, etc. Health and Safety File must to be submitted to the employer's representative on inception meeting date.

C3.6.2 Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

The erection, maintenance and removal upon completion (the hoardings/gantries, fans, safety screens, barriers, access gates, covered gangways, etc.) as necessary for the enclosure of the works or portions thereof must be adhered to.

C3.6.3 Barricades and lighting

Erect, maintain barriers, hoardings, access gates, fences, access gangways and hand-railing, weather protection, temporary lighting and anything else necessary for the security, protection, and safety of the public, employees of the contractor and others.

C3.6.4 Traffic control on roads

The Contractor must appoint the Traffic officer whom must submit and maintain site safety plan where the contractor has occupation of public and private roads.

C3.6.5 Measures against disease and epidemics

All workers must be inducted on all Health and safety issues before commencing work.

C3.6.6 Aids awareness

The Contractor must provide Aids awareness campaigns, counselling, etc.

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annexes

Attach data sheets, completed returnable schedules, particular specification, drawings, sketches and the like, which are referred to in this document.

Appointment of community liaison officer (CLO)

C3.7.1.1 Duties and responsibilities of the community liaison officer

1. Represent the community and assist the Municipality, Contractor and the Engineer with communication between them and the community. Inform community regarding the project detail, safety precautions and programme.
2. Be available at the site offices generally between the hours of 07:00 and 09:00 and again from 15:00 until end of working day. Normal working hours will be from 07:00 am till 17:00.
3. Assist with relocation of people, where applicable.
4. Maintain an up-to-date record of potential employees within the community and provide the contractor with copies of this information.
5. To identify, screen and nominate labour from the community with the Community and PSC in accordance with the Contractor's requirements and determine, in consultation with the Contractor, the needs of local labour for employment and relevant technical training, where applicable.
6. Liaise between Contractor and labour regarding wages and conditions of employment.
7. Communicate daily with the Contractor on labour related issues such as numbers and skills.
8. Identify possible labour disputes, unrest, strikes, etc., in advance and assist in their resolution.
9. Have a good working knowledge of the contents of the contract document regarding labour and training matters.
10. Attend all meetings at which the community and/or labour is represented or discussed.
11. Attend contract site meetings and report on community and labour issues at these meetings.
12. Co-ordinate and assist with the obtaining of information regarding the community's needs (questionnaires, etc.).
13. Inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform them timeously of when they will be relieved.
14. Ensure that all labour involved in activities when tasks have been set, are fully informed of the principle of task based work.
15. Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
16. Keep a daily written record of interviews and community liaison.
17. Arrange venues for training if required.
18. Assist with the training and education of the community regarding the correct usage of the services, where applicable.
19. Any other duties that may become necessary as the works progress.

C3.7.1.2 Benchmarking duties of the Community Liaison Officers

1) Communication function –

- a) Represent the community and assist Municipality / Contractor / Engineer with communication between them and the community. Informs community of project details, safety issues and project plan.
- b) Attend all meetings at which the community and / or labour is represented or discussed.
- c) Inform employees of their temporary contract conditions to ensure their timeously availability and to inform them timeously of when they will be released from the project.
- d) Ensure that all temporary employees involved in activities when tasks have been set, are fully informed of the principle of the task based work.

2) Availability_– Be available 8 hrs per day as well as after hours when required

3) Physical Assistance - Assist with relocation of community

4) Administrative

- a) Maintain up to date records of potential employees for current and future projects.
- b) Co-ordinate and assist with the obtaining of information regarding needs of the community via questionnaires etc.
- c) Keep a daily written record of interviews and any community liaison.
- d) Arrange venues for training when required.
- e) Complete all contractual documentation related to the employment contract of the temporary employees.

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5) **Recruitment, Industrial Relations and Training activities: –**

- a) Identify, screen and nominate labour in accordance to requirements of the contractor in conjunction with ward representative
- b) Liaise between contractor and employees regarding wages and conditions of employment.
- c) Communicate daily with Contractor on labour issues i.e. numbers and skills of the employees.
- d) Identify potential labour disputes, unrest, strikes in advance.
- e) Assist in resolving minor disputes.
- f) Attend contract site meetings and report on community and / or labour issues at these meetings. (must be able to interpret Labour Relations dynamics amongst the workforce)
- g) Attend disciplinary hearings to ensure that hearings are fair and reasonable.
- h) Assist with training and education of the community regarding the correct usage of the services being installed /constructed.

Minimum employment conditions for conventional construction works

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997). As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions which will apply to this Contract shall be guided by the most recent Sectoral Determination: Civil Engineering Sector published in the Government Gazette. The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment contracts:

a) Employment contracts

The Contractor shall enter into an employment contract with every one of his/her employees, including short-term contracts i.e. contracts in which employment commencement and employment termination dates are specified. Short-term employment contracts will also apply an employee employed for only one day.

b) Normal working hours

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and lunch from 12:30 to 13:00.

Actual hours to work and be paid for is 9 hours per day. If a lunch break of one (1) hour is taken then the normal working day will be as follows:

- Morning work sessions from 07:00 to 12:00.
- Lunch break from 12:00 to 13:00.
- Afternoon sessions from 13:00 to 17:00.

c) Minimum wages

- Minimum wages shall be according to the Government Gazetted rates for the Civil Engineering Sector for Eastern Province.
- For a full day's work the hourly rate shall be multiplied by 9.
- Normal 5-day week hours of work shall be 45 hours and the wage calculated according to the applicable hourly rate.
- Overtime pay shall be 1.5 times the ordinary wage.
- An employee shall be paid fortnightly.

d) Short time (excluding short time due to inclement weather)

If for reasons, which may be ascribed to the employee, e.g. arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

e) Short time resulting from inclement weather

- If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.

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- If the Contractor has not informed his/her employees that no work will be done due to inclement weather and no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work.
- If more than four (4) hours of work is done, the Contractor shall pay the employee for the number of hours worked.

f) Vacation leave

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to 1 day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

g) Family responsibility leave

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three days paid leave in a leave cycle of thirty-six (36) months of employment:

- When the employee's child is born.
- When the employee's child is sick.
- In the event of death of the employee's spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave.

h) Maternity leave

At least four (4) months unpaid leave.

i) Sick leave

The employee shall be entitled to one (1) day's paid sick leave of normal wages for every twenty-six (26) days worked.

If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

j) Piece work

Irrespective of the quantity of work done under a piece work system during a working week, the employee shall be entitled to a minimum of a week's wages determined as if no piece work applied. The Contractor or employee may terminate an employment contract by giving notice of termination of not less than:

- On short period contracts i.e. a contract which states from which date work employment commences and on which day employment terminates, the terms of the employment contract shall apply.
- One week if employee has been employed for four (4) weeks or less, unless it is a short-term project.
- Two (2) weeks if employee has been employed for more than four (4) weeks but not more than one (1) year.
- Four (4) weeks if employee has been employed for more than one year.

Employment conditions for labour intensive works and construction

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

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January 2002, as reproduced below, shall apply to works described in scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

This clause 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.

k) Terminology

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

l) Terms of Work

- Workers on a SPWP are employed on a temporary basis.
- A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance ACT 30 of 1966.

m) Normal Hours of Work

- An employer may not set tasks or hours of work that require a worker to work:
 - more than forty hours in any week.
 - on more than five days in any week; and
 - for more than eight hours on any day.
- 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.
- 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.

n) Meal Breaks

- A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- An employer and worker may agree on longer meal breaks.
- 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.
- 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.

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o) Special Conditions for Security Guards

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

p) 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.

q) 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").

r) Work on Sundays and Public Holidays

- A worker may only work on a Sunday or public holiday to perform emergency or security work.
- Work on Sundays is paid at the ordinary rate of pay.
- A task-rated worker who works on a public holiday must be paid:
 - The worker's daily task rate, if the worker works for less than four hours.
 - double the worker's daily task rate, if the worker works for more than four hours.
- A time-rated worker who works on public holiday must be paid:
 - the worker's daily rate of pay, if the worker works for less than four hours on the public holiday.
 - double the worker's daily rate of pay, if the worker works of more than four hours on the public holiday.

s) Sick Leave

- Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a contract.
- A worker may accumulate a maximum of twelve days' sick leave in a year.
- Accumulated sick-leave may not be transferred from one contract to another contract.
- An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- An employer must pay a worker sick pay on the worker's usual payday.
- Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:
 - absent from work for more than two consecutive days; or
 - absent from work on more than two occasions in any eight-week period.
- 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.
- 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 Disease Act.

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t) Maternity Leave

- A worker may take up to four consecutive month's unpaid maternity leave.
- A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 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.
- A worker may begin maternity leave:
 - four weeks before the expected date of birth; or
 - on an earlier date:
 - 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
 - if agreed to between employer and worker; or
 - 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.
- 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.
- 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.

u) Family Responsibility Leave

- 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:
 - when the employee's child is born;
 - when the employee's child is sick;
 - in the event of a death of:
 - the employee's spouse or life partner;
 - the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

v) Statement of Conditions

- An employer must give a worker a statement containing the following details at the start of employment
 - the employer's name and address and the name of the SPWP;
 - the tasks or job that the worker is to perform; and
 - the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - the worker's rate of pay and how this is to be calculated;
 - the training that the worker will receive during the SPWP.
- An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- An employer must supply each worker with a copy of these conditions of employment.

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w) Keeping Records

- Every employer must keep a written record of at least the following:
 - the worker's name and position;
 - in the case of a task-rated worker, the number of tasks completed by the worker;
 - in the case of a time-rated worker, the time worked by the worker;
 - payments made to each worker.
- The employer must keep this record for a period of at least three years after the completion of the SPWP.

x) Payment

- An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- A task-rated worker will only be paid for tasks that have been completed.
- 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.
- A time-rated worker will be paid at the end of each month.
- Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- Payment in cash or by cheque must take place:
 - at the workplace or at a place agreed to by the worker;
 - during the worker's working hours or within fifteen minutes of the start or finish of work;
 - in a sealed envelope which becomes the property of the worker.
- An employer must give a worker the following information in writing:
 - the period for which payment is made;
 - the numbers of tasks completed or hours worked;
 - the worker's earnings;
 - any money deducted from the payment;
 - the actual amount paid to the worker.
- 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.
- 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.

y) Deductions

- An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 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.
- An employer may not require or allow a worker to:
 - repay any payment except an overpayment previously made by the employer by mistake;
 - state that the worker received a greater amount of money than the employer actually paid to the worker; or pay the employer or any other person for having been employed.

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z) Health and Safety

- Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- A worker must:
 - work in a way that does not endanger his/her health and safety or that of any other person;
 - obey any health and safety instruction;
 - obey all health and safety rules of the SPWP;
 - use any personal protective equipment or clothing issued by the employer;
 - report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

aa) Compensation for Injuries and Diseases

- 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.
- A worker must report any work-related injury or occupational disease to their employer or manager.
- The employer must report the accident or disease to the Compensation Commissioner.
- 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.

bb) Termination

- The employer may terminate the employment of a worker for good cause after following a fair procedure.
- A worker will not receive severance pay on termination.
- A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.
- 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 of the balance for the 24-month period.
- 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.

cc) Certificate of Service

- On the termination of employment, a worker is entitled to a certificate stating:
 - the worker's full name.
 - the name and address of the employer.
 - the SPWP on which the worker worked.
 - the work performed by the worker.
 - any training received by the worker as part of the SPWP.
 - the period for which the worker worked on the SPWP.

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

Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 5CE 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 relevant contractor grading designation 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 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

Details of these skills programmes can be obtained from the CETA ETQA manager (e-mail: Gerard@ceta.co.za, Tel: 011 265 5900)

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

dd) Requirements for the Sourcing and Engagement of Labour

- Unskilled and semi-skilled labour require 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 rate pay set for the SPWP is obtainable from department of labour and Senqu Local LMs standard labour rates per task or per day.
- Tasks established by the contractor must such that:
 - the average worker completes 5 tasks per week in 40 hours or less; and

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- the weakest worker completes 5 tasks per week in 55 hours or less.
- 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 the above clause.
- 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:
 - where the head of the household has less than a primary school education;
 - that have less than one full time person earning an income;
 - where subsistence agriculture is the source of income;
 - those who are not in receipt of any social security pension income.
- The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - 60 % women;
 - 20 % youth who are between the ages of 18 and 35; and
 - 2 % on persons with disabilities.

ee) Specific Provisions Pertaining to SANS 1914-5

- Definitions:
 - Targeted labour: Unemployment persons who are employed as local labour on the project.
 - Contract participation goals
 - 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.
 - The wages and allowances used to calculate the contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- In terms of the conditions for the engagement of targeted labour (the provisions of clause 3.3.2 of SANS 1914-5), written contracts shall be entered into with targeted labour.
- Variations to SANS 1914-5:
 - 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.
 - 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 formal training provided to targeted labour.

ff) Training of Targeted Labour

- a) 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.
- b) 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

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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.

- c) 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.
- d) 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.
- e) The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
- f) 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 d) above.
- g) Proof of compliance with the requirements of a) to f) above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

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E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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H: HEALTH AND SAFETY SPECIFICATION

HEALTH & SAFETY SPECIFICATION

*ISSUED IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 CONSTRUCTION REGULATIONS,
2014*

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1. Definitions

For the purpose of the General construction Health and Safety Specification, the abbreviations or definitions given hereunder shall apply:

- 1.1. **“Agent”** refers to an occupational health and safety practitioner, appointed by the SENQU LM to act on its behalf, and who is appointed in writing.
- 1.2. **“Client”** refers to the SENQU LOCAL Municipality
- 1.3. **“Competent person”** refers to any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;
- 1.4. **“Construction work”** refers to any work in connection with-
 - 1.4.1 the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar [structure](#);
 - 1.4.2 the installation, erection, dismantling or maintenance of a fixed **plant** where such work includes the risk of a person falling;
 - 1.4.3 the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - 1.4.4 the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

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- 1.4.5 **“Contractor”** refers to a Contractor of the Principal Contractor, including the Principal Contractor
himself
- 1.5 **“CR”** refers to the Construction Regulations, 2014
- 1.6 **“Excavation work”** means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.
- 1.7 **“Fall arrest equipment”** refers to equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts.
- 1.8 **“Fall prevention equipment”** refers to equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment.
- 1.9 **“Fall protection plan”** refers to a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk. **“GCHSS”** refers to this document, the General Construction Health & Safety Specification
- 1.10 **“H&S”** refers to Health and Safety
- 1.11 **“HCS”** refers to Hazardous Chemical Substances
- 1.12 **“Health and Safety Plan”** refers to a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
- 1.13 **“Health and Safety Specification”** refers to a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.
- 1.14 **“Hot Work”** means any work where there is a fire or explosion risk, including but not limited to all
welding, plasma cutting, LPG-or acetylene gas applications, grinding, work with flammable or explosive substances and work with chemicals with the potential of exothermic reactions.
- 1.15 **“Medical certificate of fitness”** means a certificate valid for one year issued by an occupational
health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa.
- 1.16 **“Method statement”** refers to a document detailing the key activities to be performed in order to

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reduce as reasonably as practicable the hazards identified in the risk assessment.

1.17 “SENQU” refers to the SENQU LOCAL Municipality

1.18 “OHS Act” refers to the Occupational Health & Safety Act of 1993

1.19 “OHSAS 18001” refers to the Occupational Health & Safety Auditing System standard

1.20 “Plant” includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

1.21 “Principal Contractor” means an employer, as defined in [section 1](#) of [the OHS Act](#) who performs [construction work](#) and is appointed by the SENQU to be in overall control and management of a part of, or the whole of a construction site.

1.22 “Regulations” refers to the Regulations issued under the Occupational Health & Safety Act.

1.23 “Risk Assessment” refers to the systematic & methodical assessment methodology utilised to identify hazards and risks to persons / plant and equipment and the corresponding listing of risk controls; the risk assessment must form part of the health and safety plan to be applied on a site of works

1.24 “S” refers to a Section in the Occupational Health & Safety Act of 1993.

1.25 “Site” refers to the factories, lands and other places, made available by the SENQU for the purposes of the Contract, on, under, over, in, or through which the construction work is to be executed or carried out.

1.26 “Structure” includes:

1.26.1

ny building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

A

1.26.2

formwork, false work, [scaffold](#) or other structure designed or used to provide support or means of access during [construction work](#); or

A

1.26.3

fixed plant in respect of work which includes the installation,

A

commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two meters or more.

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1.27 “Work Instruction” [WI] refers to a portion or the whole of a method statement which is essential to ensure employee competence with the relevant task.

1.28 “Standard” refers to the OHSAS 18001 auditing system standards covering OH&S management that is intended to provide the SENQU with the elements of an effective OH&S management system that can help the SENQU achieve OH&S and economic objectives. This OHSAS standard specifies requirements for an OH&S management system to enable the SENQU to develop and implement a policy and objectives which take into account legal requirements and OH&S risks.

The Occupational Health and Safety Assessment Series Standard is a recognizable occupational health and safety management system standard against which management systems can be assessed and certified.

OHSAS 18001 has been developed to be compatible with the ISO 9001:2000 (Quality) and ISO 14001:2004 (Environmental) management systems standards, in order to facilitate the integration of quality, environmental occupational health and safety management systems by organizations.

2. INTRODUCTION TO THE GENERAL CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 The SENQU aims to execute its health and safety duties as mandatory with the aim of ‘zero harm to all’. The SENQU is further committed to ensuring that the highest standards of health and safety prevail. For this purpose, the client’s duty of the SENQU is bestowed on the Public Health Directorate, whose task it is to execute or manage all the statutory duties of the SENQU as mandatory for construction.

2.2 This General Construction Health & Safety Specification is published in terms of the Occupational Health & Safety Act of 1993, Construction Regulation 4(1) (as amended). It applies to the Principal Contractor and to all other contractors and all persons who work on a construction project.

2.3 This GCHSS formulates the minimum requirements which must be met by Contractors and documented in the contractors’ health and safety plan. The specification is not a limited or exhaustive list of legal and corporate compliance requirements. By its very nature, construction work and its occupational health and safety hazards are dynamic; work methods, site conditions or occupational hazards may change or become apparent after the H&S specification’s development. The SENQU requires each contractor to document and plan ongoing assessments of risks and review of controls in the H&S plan and file. Chapters included in this specification, which do not apply to a project, must be ignored.

2.4 The Principal Contractor must appoint contractors where applicable, for each part of the project and the contractor shall submit his H&S plan for approval to the Principal Contractor before commencement of the construction work. Additionally to the requirements of Construction Regulation 5(5), a Principal Contractor shall notify the SENQU of every H&S plan which has been approved before commencement of the relevant contractor on the site.

2.5 Additional to the legal requirement of Construction Regulation 5(11), each sub contractor appointed by a contractor of the Principal Contractor, must submit his H&S plan for approval to both the appointing contractor and the Principal Contractor; both the appointing contractor and the Principal Contractor shall approve the H&S plan before commencement of the relevant construction work.

2.6 The GCHSS does not replace the Construction Regulations, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.

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- 2.7 All Contractors are, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, Regulations and the full Construction Regulations in the Health and Safety Plan and the implementation thereof. The controls of the approved H&S plans must be strictly and comprehensively implemented and maintained by all contractors.
- 2.8 This Health & Safety Specification must be included in all tender documents for construction work. It shall be known within the SENQU as the General Construction Health & Safety Specification.
- 2.9 It may be supplemented on various projects by a specific Construction Health & Safety Specification which deals with health & safety issues relevant to that specific project only.
- 2.10 Through the Public Health Directorate the SENQU may appoint an Agent who shall (inter-alia) be
responsible for the approval of all Principal Contractors' H&S Plans, for the auditing of the Principal Contractors' implementation thereof, and for maintaining the document control associated with the GCHSS. The Public Health Directorate shall ensure quality control of all agents appointed and shall ensure that no person is appointed as agent, unless the Public Health Directorate is reasonably satisfied that the person it intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by the statutes.

3 LIMITATION OF LIABILITY

- 3.1 The SENQU and its agent shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the GCHSS or any project specific version thereof.
- 3.2 Contractors must ensure that work, equipment, machinery, plant and work practices are, at all times, compliant to the legal requirements as these apply.
- 3.3 Contractors must ensure that where the scope of work is changed or where, for whatever reason, additional or new risks are identified the H&S plan is adapted accordingly. Any change to the H&S plan must be approved by the Public Health Directorate or its agent. No such work, not included in the approved H&S plan, may be commenced unless discussed and finally approved by the Public Health Directorate or its agent.
- 3.4 The SENQU and its agent shall limit its responsibility to the application of the Construction Regulations' Client Requirements only.
- 3.5 Any other potential responsibility on the part of the SENQU shall be dealt with in a Mandatory Agreement, as defined in Section 37(2) of the OHS Act. The signed contract must be included in the H&S plan.
- 3.6 Each contractor shall enter into a Section 37(2) mandatory agreement with the SENQU prior to starting work on the site. It is the responsibility of the Principal Contractor to ensure that each contractor has a completed and signed Section 37(2) mandatory agreement with the SENQU in the contractors' health and safety file on site.

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4 PURPOSE OF THE GENERAL CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

- 4.1 The purpose of the GCHSS is for the specification to be used as a specific standard on which all Contractors' H&S Planning must be based.
- 4.2 The GCHSS will be applicable on any construction project within the SENQU.

5 IMPLEMENTATION OF THE GENERAL CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

- 5.1 This GCHSS forms an integral part of the Project Contract, and Principal Contractors are required to make it an integral part of their contracts with subcontractors and suppliers. It will be disseminated by the SENQU to persons responsible for the design of structures, who will ensure that it is included in the Tender Document(s) issued to prospective Principal Contractors.
- 5.2 The prospective Principal Contractors shall allow in their tenders for the cost of complying with the requirements of the GCHSS. The H&S plan shall outline the budgeted costs for occupational health and safety, applicable to each construction project.
- 5.3 The signing by the Principal Contractor of the Contract with the SENQU shall constitute acknowledgement that the Principal Contractor has familiarised himself with the content of the GCHSS and that he will comply with all obligations in respect thereof.

6 SCOPE

- 6.1 This GCHSS covers the general requirements for addressing, mitigating and controlling Occupational Health and Safety related risks, problems, incidents and injuries on projects constructed or executed for the SENQU.
- 6.2 The scope addresses legal compliance, hazard identification, risk assessment, risk control methodology and the promotion of a health and safety culture amongst those working on the SENQU projects.
- 6.3 The GCHSS contains clauses that are generally applicable to building, engineering and construction and imposes controls associated with activities that impact on human health and safety.
- 6.4 The Principal Contractor is required to comply with the provisions of the OHS Act, all applicable Regulations and this GCHSS.
- 6.5 The SENQU, through the Public Health Directorate will monitor the Principal Contractor's compliance with the requirements of the OHSACT, Regulations and their H&S Plan.

7 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES

C3.1.1

- 7.1 The Principal Contractor shall submit proof of registration as an employer, and proof of Good Standing with the COIDA Commissioner in the H&S plan and prior to starting the work;

C3.1.2

- 7.2 A copy of the Letter of Good Standing with the COIDA Commissioner must be included in the H&S Plan.

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8 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK

- 8.1 After receipt of the Letter of Acceptance from the SENQU, the Principal Contractor shall notify the Provincial Director of the Department of Labour of a notifiable project before work commences.
- 8.2 The notification shall be similar in format to Annexure A in the Construction Regulations.
- 8.3 A copy of the notification letter to the Provincial Director and proof of notification must form part of the H&S Plan.

9 COMPETENCY

- 9.1 The H&S plan shall include signed letters of appointment of competent persons.
- 9.2 The competency of each person shall be documented in an attachment to the letter of appointment.
- 9.3 Such attachment shall contain verifiable evidence of the competent persons':
 - 9.3.1 Knowledge; and
 - 9.3.2 Training; and
 - 9.3.3 Experience; and
 - 9.3.4 Qualifications specific to the work or task for which the appointee is competent.
- 9.4 The Principal Contractor shall include a competency matrix linking the competent employees, as per the organisational chart, to the competency required as a result of the risk assessment. The competency matrix forms part of the methodology for assessing the Principal Contractors' overall competence as required in Construction Regulation.

10 CONSTRUCTION SAFETY OFFICER

- 10.1 The Principal Contractor shall appoint a fulltime competent person to function as Construction H&S Officer for the construction work at the SENQU.
- 10.2 Proof of competence of the appointed construction safety officer must be included in the H&S Plan for approval by the SENQU
- 10.3 The planned functions, including the applicable attendance, inspection- and audit procedure and forms applicable to the work of the Construction Safety Officer must be outlined in the H&S Plan.

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11 PRINCIPAL CONTRACTOR'S HEALTH & SAFETY PLAN

- 11.1 The Principal Contractor shall submit an H&S Plan to the Public Health Directorate, in accordance with the legal requirements and the GCHSS, prior to work starting.
- 11.2 This plan must be presented to and approved by the Public Health Directorate or its agent prior to the site being handed over to the Principal Contractor.
- 11.3 The content of the H&S Plan shall follow a specific order as per Annexure A and include the following:
- 11.3.1 cover page indicating: A
 - 11.3.1.1 the contract reference; T
 - 11.3.1.2 the name and address of the Principal Contractor and its CEO; T
 - 11.3.1.3 The name and signature of the designated person in terms of section 16(2) and of the Construction Supervisor;
 - 11.3.1.4 space for the client and Agent to sign for approval; A
 - 11.3.2 index of the H&S Plan A
 - 11.3.3 The Principal Contractors' Occupational Health and Safety Policy, if any; T
 - 11.3.4 A detailed overview of the scope and activities of the project; such overview must identify all activities of the project in a chronological manner, following the planned progress of the project; the scope must include all work done by sub-contractors.
 - 11.3.5 overview of the machinery and plant used in the project; A
 - 11.3.6 An organisational chart of the competent staff deployed in the project, which identifies legal appointments and responsibilities (see Annexure C); the chart must refer to the proof of competence of each person.
 - 11.3.7 A hazard identification and risk assessment based on the scope of work as defined in 11.3.4. and the machinery identified in 11.3.5;
 - 11.3.8 An overview of the management controls, with reference to the hazard identification and risk assessment, to ensure compliance with legislation and the relevant sections of the GCHSS; these controls shall be documented in method statements addressing engineering- and administrative risk control.
 - 11.3.9 All relevant documents, appointment letters, programmes, instructions, inspection register templates, etc. to support each section of the H&S Plan. Where practical,

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such documents may be inserted in the H&S file; the H&S file, together with the H&S plan may be submitted for approval by the Public Health Directorate.

- 11.3.10 The Public Health Directorate shall assess and discuss, where applicable, the contents of the H&S plan with the Principal Contractor. The assessment systematically verifies compliance of the H&S plan with the statutory requirements and with the requirements in the H&S specification. The assessment is done in accordance with the SENQU H&S procedure for the assessment of construction H&S plans

12 HAZARD IDENTIFICATION AND RISK ASSESSMENT

- 12.1 Interfacing with the Public Health Directorate's H&S structures, a pre-construction baseline risk assessment shall be conducted by the SENQU project management team at the pre-construction work / project stage, prior to releasing any tender documentation.
- 12.2 The Principal Contractor shall appoint a competent person to perform a baseline and issue-based hazard identification and risk assessment. The competent persons' proof of training as a risk assessor shall be attached to the letter of appointment.
- 12.3 The baseline assessment shall be included in the H&S Plan.
- 12.4 Risk assessments of all risk-bearing activities identified in the scope of work shall form an integral part of the H&S Plan.
- 12.5 The risk assessment must be based on the scope of work, the materials required and the machinery used.
- 12.6 The risk assessment must refer to all controls which the Contractor plans to put in place.
- 12.7 All risk assessments shall be conducted in terms of an acceptable and documented methodology, prior to commencement of work and in accordance with the provisions of the CR.
- 12.8 The methodology shall ensure that:
- 12.8.1 For each hazardous event, hazards must be identified separately and the risk assessment and identification of controls must be documented separately.
 - 12.8.2 risk scoring must, at least, identify a residual risk. R
 - 12.8.3 risk controls are referenced to the planning in the H&S plan. R
 - 12.8.4 A risk register, listing the residual risks from highest to lowest must be included in the baseline risk assessment.

13 HEALTH & SAFETY FILE

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- 13.1 The Principal Contractor shall provide and maintain a H&S File, containing all relevant documents as prescribed in the OHS Act and Regulations and all records referred to in the H&S Plan.
- 13.2 The H&S file, in its original start-up format, shall be presented to the Public Health Directorate together with the H&S plan during the discussions for final approval.
- 13.3 The H&S File shall be kept on the construction site and available for inspection by the SENQU, its Agent, or the Department of Labour's Inspectors.
- 13.4 The H&S File shall include an index as per Annexure B.
- 13.5 The H&S File becomes the property of the SENQU after completion of the project.

14 INDUCTION

- 14.1 The Principal Contractor shall develop a job- or project-specific induction training programme in health and safety, based on the risk assessment, to ensure that all employees on site are conversant with:
 - 14.1.1 The risks of the construction project
 - 14.1.2 The controls documented in the H&S Plan
 - 14.1.3 The role they are expected to play in ensuring health and safety on the construction site.
- 14.2 The Principal Contractor shall ensure that all employees are competent in the induction training before commencing duties on site.
- 14.3 The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S Plan.
- 14.4 When working in or close to production areas or areas where the SENQU employees, visitors or stakeholders are working, each employee of a contractor accessing the site, including management, shall complete the the SENQU induction; Each contractor shall ensure that none of his employees accesses the SENQU site/s unless having been inducted by the SENQU.

15 HEALTH AND SAFETY TRAINING AND ONGOING RISK COMPETENCY

- 15.1 The Principal Contractor shall ensure that daily pre-task health and safety instructions are given to all employees.
- 15.2 The methods for ensuring that daily pre-task instructions or start-up talks or toolbox talks occur, including the method of documenting the contents and attendance, shall be described in the H&S Plan.
- 15.3 Competency of employees and ongoing training in H&S matters shall be documented by including a training matrix indicating; occupation, employee name & surname, subject matter, date of training, reference number and employees' competency in safe working processes:
 - 15.3.1 Each applicable safe work instruction must be included in the H&S Plan;
 - 15.3.2 The method of training and ensuring competence must be included in the H&S Plan.

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16 INSPECTION, MONITORING AND REPORTING

- 16.1 The Principal Contractor shall carry out daily safety inspections on the site (or more frequent, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware.
- 16.2 The H&S plan shall contain an inspection schedule addressing all identified risks; the schedule and contents of the inspection shall be relative to the residual risks.
- 16.3 The Construction Supervisor and Safety Officer shall perform regular inspections and document these in the H&S File.
- 16.4 The relevant inspection templates and the frequency of inspections shall be included in the H&S Plan.
- 16.5 The H&S Plan shall contain a list and template of all statutory inspection registers which shall be kept on site:
 - 16.5.1 The templates must correlate with the machinery and equipment listed on site;
 - 16.5.2 The inspector responsible for the inspection and maintenance of the register must be appointed in writing, and competency must be documented.

17 INCIDENT MANAGEMENT [INCIDENTS, ACCIDENTS AND EMERGENCIES]

- 17.1 All near misses, incidents and accidents must be recorded, investigated and managed in accordance with the statutory provisions.
- 17.2 Each H&S incident and accident must be recorded in a register kept in the H&S file; a template of the register shall be included in the H&S Plan.
- 17.3 Every incident in which an employee sustains any form of injury shall be reported to the Public Health Directorate or its Agent within the working shift in which the incident occurs. Section 24 of the OHS Act incidents shall be reported in the prescribed manner to the Department of Labour, to the COIDA Compensation Commissioner in the prescribed manner [Annexure 1 & WCL2] and to the SENQU Public Health Directorate or its Agent
- 17.4 A record of all incidents and investigations shall be kept in the health and safety file.
- 17.5 A record / register [matrix] shall be kept to indicate the categories of injuries [first aid / IOD non-disabling, IOD Disabling and dangerous occurrences] sustained by employees, visitors and sub-contractors to date.
- 17.6 Each contractor shall ensure that a proper incident reporting and investigation management procedure is documented and a site emergency procedure is formulated, documented, implemented (drills) and is available on site, outlined in detail, and included in the H&S Plan. The emergency arrangements shall be displayed on site and shall include:

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- 17.6.1 A comprehensive emergency and evacuation plan;
- 17.6.2 An site specific emergency evacuation top down plan/flow chart;
- 17.6.3 An updated list of emergency telephone numbers.

18 AUDITS AND INSPECTIONS

- 18.1 The Public Health Directorate shall perform regular inspections and audits of the construction site. Unsafe work will be stopped. All inspections and audits are done in accordance with the SENQU H&S procedure for the audit and inspection of construction sites.
- 18.2 Records of audits shall be kept in the H&S File together with a record of any non-conformance report/s, investigation and corrective & preventative actions required by the Principal Contractor.
- 18.3 The Principal Contractor's H&S Plan shall document the corrective and preventative action procedure applicable to the project, including the planned method to ensure that non-conformities are managed immediately.
- 18.4 The SENQU or its Agent shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.
- 18.5 The Principal Contractor shall conduct regular health & safety audits (at least once a month) to ensure compliance with the OHS Act, its Regulations and the Contractors' H&S Plan. Each contractor on site, whether appointed by the Principal Contractor or by any of his sub-contractors shall be audited by the Principal Contractor. The H&S plan of the Principal Contractor shall include a contractor's auditing procedure, template and schedule.
- 18.6 The Principal Contractor shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.

19 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING

- 19.1 The Principal Contractor shall ensure that every employee is issued with, and wears SABS-approved PPE, consisting of all PPE identified in the PPE needs analysis and indicated in the risk assessment.
- 19.2 The Principal Contractor shall document the procedure applicable for the issue, use and replacement criteria of PPE in the H&S plan
- 19.3 All the contractors' employees shall wear; full length overalls, and shall wear clearly visible identification with respect to their employer
- 19.4 All employees performing construction work at the SENQU shall wear steel-capped safety boots.
- 19.5 The H&S Plan shall contain an outline of the PPE to be used, the management of such PPE on site, including the issuing of PPE, training in the safe use of PPE, overnight storage, any sanitising of PPE and the disposal of PPE.

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- 19.6 Contaminated PPE shall be disposed of in the prescribed manner as referenced in the OHS Act - HCS Regulations and to an approved waste disposal site

20 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

- 20.1 The Principal Contractor shall erect and maintain quality mandatory, warning, general information, prohibiting and fire fighting safety signage.
- 20.2 The signage shall reflect through text & symbolics, all the risks identified in the H&S plan that necessitate the use of PPE as a control factor, including but not be limited to:
- 20.2.1 A warning on construction activities;
 - 20.2.2 Access restrictions;
 - 20.2.3 The name and telephone number of the responsible person(s);
 - 20.2.4 Emergency telephone number(s);
 - 20.2.5 PPE to be worn at the particular site;
 - 20.2.6 Where falling objects may occur, relevant barricading and warning signs must be erected;

21 SUB-CONTRACTORS

C3.1.3

- 21.1 Sub-contractors must be given a copy of this general H&S Specification and any additional specification issued by Principal Contractor, the SENQU or the Public Health Directorate, and shall comply with these specifications integrally.

C3.1.4

- 21.2 The H&S specification applicable to every sub-contractor issued by the Principal Contractor shall be included in the H&S Plan of the Principal Contractor.

- 21.3 The Principal Contractor shall ensure that all sub-contractors on site, including sub contractors of his sub contractors plan the construction work in an H&S Plan, approved by the Principal Contractor.

C3.1.5

- 21.4 Principal Contractors shall ensure that sub-contractors comply with their H&S Plans, based on all applicable H&S Specifications, the requirements of the OHS Act and all other relevant legislation.

C3.1.6

- 21.5 Monthly audits of all sub-contractors must be recorded and filed in the H&S File, for inspection by the SENQU or its Agent.

C3.1.7

- 21.6 All sub-contractor H&S Plans and Files must strictly follow the Contents and Numbering system as per Annexure A and B.

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C3.1.8

21.7 The H&S Plan must include the Principal Contractor's actions to ensure that all sub-contractors fully comply with the Regulations, including but not limited to:

C3.1.9

21.7.1 The H&S Plans of sub-contractors, after approval by the Principal Contractor; where sub

C3.1.10
contractors' H&S plans are approved later in the project, the letter of approval shall be copied to the Public Health Directorate

21.7.2 A signed agreement in terms of Section 37(2) between the Principal Contractor and every sub-contractor and a template of such agreement.

21.7.3 A maintained list of all contractors, the date of approval of their respective H&S plan, their registration number with COIDA, the name and telephone number of the Contractors' Construction Supervisor and the date of the last audit of the sub contractor by the Principal Contractor.

C3.1.11

22 PUBLIC HEALTH AND SAFETY

22.1 Appropriate health and safety signage shall be posted; the type of signage planned for must be documented in the H&S Plan.

22.2 The Principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such abridged induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks. The template induction and record shall be included in the H&S plan.

22.3 No construction work shall be performed, where there is a risk of the activity affecting the SENQU employees, the SENQU production processes or where there is risk that the SENQU employees access the construction site, unless defined through a Specific Construction H&S Specification.

22.4 Where the need for public barricading is identified in the risk assessment or in a specific construction H&S Specification, the Principal Contractor shall document a method statement for the erection, maintenance and control of barricades or fences and controlled access points, to prevent the entry of unauthorized persons.

22.5 Where the need for traffic deviation is identified in the risk assessment or in a specific construction H&S Specification, the Contractor shall perform an issue based risk assessment and document a method statement compliant to the relevant traffic ordinances and traffic controls standards; the method statement shall include competence of traffic officers, flagmen and operators of traffic control equipment.

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23 NIGHT WORK AND AFTER-HOUR'S WORK

- 23.1 No night work shall be performed unless authorised by the SENQU or its Agent.
- 23.2 Where applicable the risk assessment and method statements in the H&S plan shall include night risks including but not limited to excavations, road obstructions, traffic obstructions or deviation, night security, after hours delivery.
- 23.3 Where applicable the risk assessment and method statements in the H&S plan shall include after hour work and the safe management thereof.

24 FACILITIES MANAGEMENT [FACILITIES FOR EMPLOYEES]

- 24.1 The Principal Contractor shall document the construction site's method to ensure the statutory application of employee's rights in terms of employee facilities as defined in the OHS Act, the General Safety Regulations and the Construction Regulation, including:

- 24.1.1 he provision of facilities for safekeeping and changing; T
- 24.1.2 he method of ensuring that employees requiring to change on site can do so in privacy; T
- 24.1.3 he provision of an eating area; T
- 24.1.4 The provision and maintenance of sufficient toilets and showers / washing / cleaning on site.

- 24.2 Where the construction work includes access to production or utility areas, such access shall be planned and authorised by the SENQU or the Public Health Directorate.

25 HEALTH AND SAFETY REPRESENTATIVES AND COMMITTEES

- 25.1 The Principal Contractor and all contractors must ensure that for any workplace where more than 20 employees work, the minimum legislative prescribed number of Health and Safety Representatives in a ratio of 1:50 employees be nominated, elected, designated in writing and trained to carry out their prescribed functions.
- 25.2 In areas where twenty (20) or less employees are engaged in an activity, at least one Health and Safety Representative shall be designated in writing and operate as above.
- 25.3 Health and Safety Representatives shall be required to conduct monthly inspections within their area of responsibility; all deviations recorded must immediately be reported to the

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Construction Supervisor and Construction Safety Officer where applicable and appropriate action must immediately be taken to eliminate the identified health or safety hazard.

- 25.4 The Principal Contractor shall ensure that Health and Safety Committee meetings are held monthly and are chaired by the Construction Supervisor. Meeting agendas and minutes shall be filed in the H&S file.
- 25.5 The H&S plan shall include a Work Instruction (WI) on the management of H&S representatives and committees.

26 HOUSEKEEPING, STACKING, STORAGE, DROP ZONES AND LAY-DOWN AREAS

DROP ZONE = *AN ELEVATED AREA WITHIN THE WORKING ENVIRONMENT WHERE THERE IS A POTENTIAL RISK OF FALLING MATERIALS AND OR OBJECTS THAT MAY CAUSE INJURIES*

LAY-DOWN AREA = *AN AREA WHERE MATERIALS, EQUIPMENT AND SUNDRY IS STAGED THAT IS REQUIRED FOR PROJECT RELATED PURPOSES*

- 26.1 The principal contractor shall appoint a person responsible for general housekeeping, and stacking and storage of materials and equipment on the entire site.
- 26.2 Where the baseline risk assessment *identified* the risk of falling tools, items, objects and materials, the area shall be barriered or demarcated, appropriate warning signage installed and such hazards included in a method statement & issue based risk assessment prior to or when work activities are performed within such zones. Furthermore, the same stipulation is required for site lay-down areas where equipment, plant, materials, substances and other items are stored / staged for the site project works. A method statement & issue based risk assessment must be generated for the safe raising and lowering of materials, equipment and plant to ensure safe management of the lay-down area. A lifting and lowering work instruction shall be included in the H&S Plan.
- 26.3 Stacking and storage areas shall be clearly defined and demarcated on the site with the appropriate symbolic signs.
- 26.4 Off loading of building materials equipment and plant shall occur under the direct supervision of the appointed person responsible for general housekeeping, and stacking and storage.
- 26.5 Where off loading may occur after normal working hours, a method statement and risk assessment for such off loading will be included in the H&S plan.

27 WASTE MANAGEMENT

- 27.1 The principal contractor shall appoint a person responsible for site-wide control & removal of scrap,
waste and debris;

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27.2 No waste, including scrap, debris, hazardous waste, combustible materials and containers shall

accumulate on the construction site;

27.3 The principal contractor shall document a waste management method statement in the H&S Plan. Such method statement shall include all liquid, gaseous or solid waste produced during the construction process and shall define appropriate legislative - Local & National required waste management & disposal requirements.

28 OCCUPATIONAL HEALTH

28.1 The H&S Plan shall include all medical certificates of fitness for those employees legally requiring such.

28.2 Medical certificates must be issued by an occupational medical practitioner after personally performing the medical tests

28.3 Medical certificates must be on the doctors' letter head and conform to the applicable statutory requirements.

29 FIRST AID MANAGEMENT

29.1 Principal Contractors & sub-contractors shall ensure that every site where they are engaged in work activities, has adequately trained first aiders at all times.

29.2 Where high risk substances, toxic, corrosive or similar hazardous substances are used, handled, or processed, the Principal Contractor shall ensure that the First Aider is trained in the first aid procedures to treat injuries that may result from such activities.

29.3 First aiders shall be identified and shall have immediate access to a comprehensively stocked first aid box.

29.4 Such first aid box/s shall be stocked to include all first aid equipment as per the minimum requirements listed under General Safety Regulation 3, and any additional items identified in the risk assessment.

29.5 All the above first aid controls, including the letter of appointment, proof of competency, signage, injury-record and stock-control registers shall be documented in the H&S Plan.

30 ACCESS AND TRAFFIC MANAGEMENT

30.1 Where access to the construction site or to the SENQU has been identified as a risk, an 'Access and traffic' method statement shall be included in the H&S Plan.

30.2 The risk of all traffic arrangements included in the scope of the work shall be assessed and a traffic control method statement included in the H&S plan. Any alteration to this method statement during the course of the project shall be assessed and, where applicable, any

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amended & reviewed method statement shall be presented to the Public Health Directorate prior to being implemented.

31 WORK WITHIN OPERATIONAL AREAS OF THE SENQU

- 31.1 The Principal Contractor shall ensure that all employees working inside municipal buildings in which business is conducted have been subjected to the required induction.
- 31.2 The Principal Contractor shall discuss and agree with the SENQU contract manager and the health and safety officer responsible for that directorate in order to define the procedure and subject matter for induction.
- 31.3 Such health and safety induction shall, as a minimum, include instructions with respect to emergency exits, location of fire equipment, smoking arrangements, mustering points, special hazards in the building and housekeeping arrangements.

32 HOT WORK, FIRE RISKS, FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT

- 32.1 No open fires are allowed on site.
- 32.2 No smoking is allowed on site, except in designated smoke areas, identified in the H&S Plan.
- 32.3 All combustible and all flammable products must be stored in an adequate storage facility; this process shall be documented in a method statement in the H&S Plan.
- 32.4 Where hot work is performed on a production site, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface will be documented in the H&S Plan.
- 32.5 The Principal Contractor shall provide suitable fire extinguishers, as defined in the H&S controls, which shall be serviced regularly, in accordance with the manufacturer's recommendations.
- 32.6 Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Principal Contractor shall arrange for the training of the relevant personnel, in the use of fire extinguishers. The following are minimum requirements for competency in the use of a fire extinguishers:
 - 32.6.1 A
t least one employee on each construction site;
 - 32.6.2 A
ll employees engaged in hot work;

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- 32.6.3 ll store men; A
- 32.6.4 ll persons involved in re-fuelling; A
- 32.6.5 ll persons handling flammable substances; A
- 32.7 The fire extinguisher inspection register, the inspection methodology and the letter of appointment of the competent inspector shall be included in the H&S Plan.
- 33 LIVE ENERGY WORK**
- 33.1 Where live energy work (electrical-, chemical-, pneumatic-, hydraulic-, gravity and or kinetic energy) will be done, a competent person shall be appointed.
- 33.2 Where live energy work is planned, the H&S Plan shall include:
- 33.2.1 Proof of competency and signed letters of appointment of the responsible person; P
- 33.2.2 The 'dangerous work, method statement' and its interface with the SENQU and relevant documents; T
- 33.2.3 Zero Potential, Energy-Purge, Lock Out and Tag Out method statement; A
- 33.2.4 The method statement, shall apply at all times. T
- 34 WORK IN CONFINED SPACES**
- 34.1 Confined space work shall not be performed unless defined through a Specific Construction H&S Specification.
- 34.2 Where confined space work is performed, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface shall be documented in the H&S Plan.
- 34.3 A method statement and issue based risk assessment for all confined space work must be presented in the H&S Plan or prior to such work starting.
- 35 ELEVATED WORK [FALL PROTECTION AND WORK ON HEIGHTS]**

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35.1 The Principal Contractor shall submit the name and proof of competency of the competent person who has been appointed to prepare a fall protection plan, in terms of CR 8, together with the signed letter of appointment, in the H&S Plan.

35.2 The fall protection plan shall strictly comply with the requirements of the OHS Act. Besides the legal requirements, the plan shall include:

35.2.1 A method statement and risk assessment of all work at heights or work with a risk of falling;

35.2.2 All risk controls and method statement relevant to heights work; A

35.2.3 all prevention methods applicable to the project; F

35.2.4 all arrest methods applicable to the project; F

35.2.5 all recovery method applicable to the project; F

35.2.6 attachment methods and points and the management thereof; A

35.2.7 the method to ensure that employees working at heights present is fit for heights-duty T

35.3 The contractor shall ensure that:

35.3.1 All heights work is planned. Its risks are assessed and all heights work forms part of the daily safe task instructions;

35.3.2 Only trained and competent persons with a valid medical certificate of fitness are permitted to work on heights;

35.3.3 All medical certificates of fitness for heights work are issued by a registered occupational medical practitioner and are included in the H&S Plan;

35.3.4 All elevated areas are reached by means of a ladder, scaffold or man cage; and climbing on machinery, installations or make-shift means of access is not permitted; where work, with a risk of falling, is to be performed from structures other than ladders, scaffolds or a man cage, such work will be documented in a method statement, which must be approved by the Public Health Directorate

35.3.5 No persons are allowed to work under an area where there is a risk of falling tools or materials;

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- 35.3.6 All openings through which persons can fall are closed off with material which can support the weight of a person; such material shall be permanently fixed over the opening; where such openings are present, clear signs will indicate this at all access points;
- 35.3.7 Where openings cannot be closed, a sturdy barricade of at least 1.5 m high, which adequately prevents persons (100kg) from falling through the opening, shall be in place at all times.
- 35.3.8 A copy of the fall protection plan, the signed appointment letter and proof of competency must be included in the H&S Plan.
- 35.3.9 Where elevated work is performed in production areas or where the elevated work may affect the SENQU 's employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface will be documented in the H&S Plan.
- 35.3.10 No contractor shall access any of the existing SENQU properties sheeted roofs unless defined through a Specific Construction H&S Specification.
- 35.3.11 No work on existing SENQU buildings, including windows, roofs, stacks, shall be performed unless defined through a Specific Construction H&S Specification issued by the Public Health Directorate.
- 35.3.12 Where the use of harnesses is indicated in the fall protection plan, the H&S Plan shall contain the following:
- 35.3.12.1 The need for the use of fall prevention-or fall arrest harnesses; [double lanyard type)
 - 35.3.12.2 The safe application, attachment and maintenance processes for harnesses;
 - 35.3.12.3 The type of hook to be used and the attachment points applicable to the heights work;
 - 35.3.12.4 The method of storing the harnesses when not in use;
 - 35.3.12.5 The method and register for the safety inspection of harnesses.
- 35.3.13 Where a fall-risk is identified in work requiring access to roofs or free-standing structures with a residual fall risk, a life line will be made available and used at all times; the life line will be designed and erected by a competent person appointed in writing; a life line inspection method and record will be included in the H&S Plan;

36 LADDERS

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- 36.1 Ladders shall be compliant with statutory requirements.
- 36.2 Ladders shall only be used for the purpose for which they are designed.
- 36.3 Ladders shall be inspected regularly and the record of the inspection shall be kept in the H&S file.
- 36.4 A-frame ladders shall have a patent spreader bar system.
- 36.5 Ladders shall extend at least 90 cm above any level or opening accessed with the ladder.
- 36.6 No ladders shall be accessed by any person unless held in place by a fixed installation or a buddy.

37 EXCAVATION WORK

- 37.1 The Principal Contractor shall submit the name and proof of competency of the competent person who has been appointed to supervise all excavation work, in terms of Regulation 11.
- 37.2 Should the opinion of a professional engineer or professional technologist be sought, in terms of CR 11(3)(b)(ii)(b), the Principal Contractor shall submit the name and the curriculum vitae of the said professional.
- 37.3 Proof of competency and the appointment letters must form part of the H&S Plan.
- 37.4 The records of the inspections contemplated in CR 11(3)(h) shall be maintained in the H&S File; a template of the register shall be included in the H&S Plan.
- 37.5 The Principal Contractor shall make provision in his tender for all shoring, dewatering or drainage of any excavation unless otherwise stipulated in the Contract.
- 37.6 The Principal Contractor shall make sure that:
- 37.6.1 The excavations are inspected before the shift starts and that a record is kept; the record template shall be included in the H&S Plan.
 - 37.6.2 There are no unguarded excavations, regardless of depth;
 - 37.6.3 Guarding of excavation must be of solid and sturdy material so as to prevent persons from falling into the excavation; **barrier tape alone is not sufficient.**
 - 37.6.4 No person is allowed to work in or near an excavation which has any instability that is not adequately protected, shored or braced.

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- 37.6.5 No load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to collapse or endanger the safety of any person - spoil to be moved back minimum of 1m.
 - 37.6.6 Safe means of access and exiting is provided at every excavation.
 - 37.6.7 Any open excavation is backfilled at the end of each shift, unless a method statement managing open excavations is included in the H&S plan. Such method statement shall be assessed and approved by the Public Health Directorate
- 37.7 Detailed method statements and risk assessments, including but not limited to depth of excavation, anticipated stability, battering, shoring, bracing, length of excavation, proximity to the public and duration of exposure shall be included in the H&S Plan.
- 37.8 Where excavation work may interface with existing services; surface-, below-ground- or aerial- services, method statements and risk assessments shall include the location-, exposure- and rendering safe of such services; method statements and risk assessments shall also include work above or underneath such services.

38 EXPLOSIVES AND BLASTING

- 38.1 The Principal Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a competent specialist contractor, with proven track record in the type of work to be performed.
- 38.2 The letter of appointment and proof of competency must be included in the H&S Plan.
- 38.3 A method statement and risk assessment encompassing all processes of working with explosives, blasting and potential blasting non conformities shall be included in the H&S Plan.
- 38.4 No use of explosives or blasting shall be planned unless such need and the applicable conditions are defined through a Specific Construction H&S Specification issued by the Public Health Directorate.

39 DEMOLITION WORK

- 39.1 Demolition must be addressed through the method statement and risk assessment process and, both of which must be included in the H&S Plan.
- 39.2 The method statement must include the engineering survey, where applicable, and shall be approved in writing by the SENQU-appointed designer (engineer) or another person appointed by the SENQU, its agent or the Public Health Directorate.
 - 39.2.1 The H&S Plan must document the name, signed letter of appointment and competency of the competent person who has been appointed to supervise all demolition work.
 - 39.2.2 The Principal Contractor shall ensure that demolition work complies with CR 12 at all times.
 - 39.2.3 Safe work instructions for employees working on demolition must be documented in the H&S Plan.
 - 39.2.4 No demolition work shall be performed unless defined through a Specific Demolition H&S Specification.
 - 39.2.5 Demolished materials, which are not used on site, must be removed off site within the shortest delay. The staging, removal and disposal activities and procedures must be covered in a Work Instruction (WI) that will include the separation methodology and

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disposal medium and is to be recorded, ensuring a cradle to grave compliance of all demolished materials. Such activities shall be referenced in the Waste Management Method Statement

40 ELECTRICAL INSTALLATIONS AND MACHINERY

- 40.1 All electrical installations and cables shall be deemed to be “alive” and, where applicable, the Principal Contractor shall take adequate steps to ensure that employees, including the SENQU employees and members of the public are prevented from accessing any electrical cables and equipment.
- 40.2 The Principal Contractor shall not allow or permit any of his personnel to work on or manhandle any electrical reticulation equipment (Distribution Boards, transformers, Switchgear etc), unless explicitly authorised by the SENQU or the Public Health Directorate.
- 40.3 Where work is performed on existing structures or where work is performed in production areas or where the work may affect the SENQU employees, visitors or stakeholders, the principal contractor shall communicate with the Public Health Directorate and plan all electrical work prior to any work on the SENQU electrical reticulations starting.
- 40.4 Such planning shall be documented in a method statement and risk assessment and included in the H&S Plan.
- 40.5 The Principal Contractor shall appoint a competent person to identify and inspect all exposed underground cables, overhead cables and any electrical installations such as transformers or distribution boxes, to ensure that these are not a hazard to employees or to members of the public. The competent person shall inspect all temporary electrical installations and machinery at least once a week and recorded in a register.
- 40.6 The letters of appointment, proof of competency and registers applicable to these inspections shall be included in the H&S Plan.
- 40.7 The principal Contractor shall ensure that all electrical testing equipment to be used on the SENQU site has a valid calibration certificate and that a calibration sticker is affixed to the equipment, clearly indicating the calibration date and the next due date.
- 40.8 Any unsafe condition shall be reported immediately to the Public Health Directorate and the Principal Contractor shall take immediate steps to prevent employees or members of the public from gaining access to the dangerous installation and the area surrounding it.
- 40.9 No live electrical work shall be performed unless defined through a Specific Construction H&S Specification.
- 40.10 Where live electrical work is to be performed in an SENQU production area or potentially affecting the production areas or where the work may affect the SENQU employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate in order to establish work permission.
- 40.11 *Where the need arise to de-energise plant & equipment, permission for the de-energisation of energy sources and lock out requirements shall be obtained via the Public Health Directorate or project engineer in order to establish work permission and permit controls; such interface will be documented in the H&S Plan.*

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- 40.12 The Principal Contractor shall appoint a competent person to inspect all portable electrical tools, including leads. No electrical extension leads or fixed machinery to be used during the project work, shall be allowed to have any joined leads.
- 40.13 The letter of appointment and template of the inspection register shall be included in the H&S Plan.
- 40.14 The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads.
- 40.14.1 All portable electrical equipment must be on a register and be inspected monthly by a SHE Representative.
- 40.14.2 Identify and record all portable electrical equipment in a register.
- 40.14.3 Ensure that regular checks are carried out according to the requirements of the equipment usage.
- 40.14.4 The frequency must, depending on circumstances, be determined by a competent person to ensure maximum safety.
- 40.14.5 The user is responsible that all identified defects of electrical equipment are reported.
- 40.14.6 Remove faulty portable electric equipment from use.
- 40.14.7 Determine the frequency of polarity tests and, depending on circumstances, be determined by a competent person to ensure maximum safety
- 40.15 Where temporary installations are installed, including those in the site office or employee facilities, a COC for these installations shall be included in the H&S File.
- 40.16 Where applicable, the contractor shall include a method statement covering dangerous work w.r.t electrical installations and include it in the H&S Plan.
- 40.17 Where applicable, the contractor shall include a zero Potential, Lock Out and Tag-Out method statement and safe work instruction(s) in the H&S Plan.

41 FORM WORK AND SUPPORT WORK

- 41.1 The Principal Contractor shall submit the appointment letter of the competent person(s) appointed to supervise all formwork and support work operations in terms of CR 10; the H&S Plan must include the signed letters of appointment and the proof of competency.
- 41.2 The H&S Plan shall include a comprehensive method statement ensuring health and safety controls, of all risks assessed i.r.o the erection and removal of form work and support work and with the concrete casting of the structures.
- 41.3 The Principal Contractor shall ensure that all formwork and support work complies with the requirements of the OHS Act and Regulations. [Method statement and issue based risk assessment shall be generated prior to activities commencing].
- 41.4 Form work designers, supervisors, erectors and inspectors must be formally trained and certified competent.

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- 41.5 Support work must be clearly tagged with safety signage and inspected prior to load bearing and daily thereafter.
- 41.6 Inspections of support work must be documented in a register; a template of the register shall be included in the H&S Plan.
- 41.7 All Support structures must be differentiated from scaffolds; where access is required, such access must be means of a ladder only.
- 41.8 Formwork and support work erectors working at heights must attach a fall prevention harness at all times to safe structures, or plant where appropriate; the double lanyards must be fitted with safe and sufficient strength hooks [steel line hook (small) or scaffold line hook (large), allowing it to be attachment to a point of anchorage. Where such anchorage is not available, anchorage points shall be made available and life lines erected when and where necessary.
- 41.9 The H&S Plan shall include the safe work instruction applicable to all employees working on form work and support work and the method of ensuring competency

42 SCAFFOLDING [ACCESSING AND DESCENDING SCAFFOLDING / SUSPENDED SCAFFOLDING]

- 42.1 The Principal Contractor shall submit the appointment letter of the competent person(s) appointed to supervise all scaffolding operations, in terms of CR 14; the H&S Plan must include the signed letters of appointment and the proof of competency.
- 42.2 The H&S Plan shall include a comprehensive method statement ensuring health and safety controls of all risks assessed with the erection, work on and removal of scaffolds.
- 42.3 The Principal Contractor shall ensure that all scaffolding complies with the requirements of the OHS Act and Regulations.
- 42.4 Scaffold erectors and inspectors must be formally trained and certified competent; such training must conform to the requirements of SANS 10085-1.
- 42.5 Scaffolds must be clearly tagged with safe access signage; scaffolds must be inspected daily prior to use and weekly by the scaffold inspector.
- 42.6 Inspections by the scaffold inspector must be documented on the scaffold tag and in a register; a template of the tag and of the register shall be included in the H&S Plan. Daily pre-start inspections of all scaffolds must be planned for in the H&S plan.
- 42.7 All scaffolds must only be accessed with a ladder fitted inside the scaffold and extending to at least 90 cm above the working surface.
- 42.8 All scaffold decks must be fitted with safety rails and toe-boards / kick-plates so as to prevent person working there from falling through or off.
- 42.9 Scaffold erectors must attach a fall prevention harness at all times; the double lanyards must be fitted with scaffold hooks only
- 42.10 The H&S Plan shall include the safe work instruction applicable to all employees working on scaffolds and the method of ensuring competency.

43 PILING OPERATIONS

C3.1.12

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- 43.1 The Principal Contractor shall ensure that piling, (where required) is undertaken by a competent specialist contractor, or a Contractor with proven record in the type of work to be performed.
- 43.2 Risk assessments, method statements and safe work instructions shall be submitted as part of the H&S Plan.
- 43.3 No piling activities shall be performed unless defined through a Specific Construction H&S Specification.

44 CONSTRUCTION PLANT, [INCLUDING RENTED / HIRED PLANT]

- 44.1 The Principal Contractor shall ensure that all construction vehicles and mobile and fixed plant, whether owned, rented or hired, complies with the requirements of the OHS Act and Regulations.
- 44.2 The Principal Contractor shall inspect and keep records of inspections of plant and equipment used on site. A template of the daily inspection record for each type of construction vehicle or mobile plant shall be included in the H&S Plan.
- 44.3 A method statement applicable to each type of construction plant, for which H&S risks were identified, shall be included in the H&S Plan, together with the contractor's procedure for ensuring that only employees who are competent in the safe use of the plant are using such plant.
- 44.4 Only competent and authorised / appointed persons with a valid medical certificate of fitness are to operate plant and machinery, under proper supervision. Competency of operators and medical fitness shall be documented individually for each operator accessing the work site.
- 44.5 Appropriate safety equipment and clothing shall be provided for the operators and maintained in good condition at all times.
- 44.6 The risks of access, egress, parking and on-site movement of construction vehicles and mobile plant and the corresponding method statement shall be included in the H&S plan of every project in which such vehicles and plant are used.

45 SUSPENDED PLATFORMS

- 45.1 In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letters of:

The competent person(s) appointed to supervise all suspended platform work operations;
The competent person who performs the performance tests;
The suspended platform erectors, operators and inspectors;
The suspended platform operators, together with their medical certificate of fitness.

- 45.2 The H&S Plan shall include:

A copy of the certificate of system design;
The operational compliance plan;
Proof of submission of the above to the Department of Labour;

45.2.1 The inspection registers of the safety harness;
45.2.2 The inspection registers of the whole installation, including the performance test;

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- 45.2.3 The inspection registers of the hoisting ropes, hooks or other load-attaching devices;
- 45.2.4 The inspection registers of the daily inspection by the suspended platform Supervisor.
- 45.2.5 The method statement for safe use of the scaffold, including procedures dealing with emergencies, malfunctioning and the discovery of defects, and the isolation process of the scaffold when not in use.

46 Material Hoists

- 46.1 With regard to material hoists and towers on construction sites, the Principal Contractor shall ensure he / she or their sub-contractors construct / erect such structures with materials that is technically and operationally of good standard, erected by experienced persons and operated by trained and competent persons.
- 46.2 In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the competent person who performs the daily inspections on the material hoists.
- 46.3 The H&S Plan shall include the method statement for safe erection, use, inspection, maintenance and dismantling of the material hoist.
- 46.4 A template of the maintenance inspection register shall be included in the H&S Plan.

47 BATCH PLANTS

- 47.1 Batch plants shall be operated by trained persons and the Principal Contractor shall ensure that his / her or their sub-contractors batch plant operations are supervised by an appointed competent person.
- 47.2 In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the batch plant supervisor.
- 47.3 The H&S Plan shall include the method statement for safe erection and dismantling of the plant, for safe batching, for safe maintenance and repair work to be done and the training material used to ensure operator competency in the H&S controls of the batch plant.
- 47.4 The Principal Contractor shall ensure that the placement of a batch plant is conducted in such a manner as not to present a safety risk to persons and erection to be performed as prescribed by the manufacturer to ensure safe operating conditions
- 47.5 The Principal Contractor shall ensure that appropriate controls and safety interlocking devices are installed on batch plants;
 - 47.5.1 laced in an easily accessible position; and P
 - 47.5.2 onstructed in such a manner as to prevent accidental starting. C
- 47.5 The Principal Contractor shall ensure that all dangerous moving parts are adequately guarded and placed beyond the reach of persons by means of doors, covers or other similar preventative measures.
- 47.6 The Principal Contractor shall ensure that no employee, sub-contractor employee or other persons remove or modify any guard or safety device

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- 47.7 The H&S plan shall include a method statement and risk assessment of elevated work and fault finding-, maintenance- and repair work to the Batch Plants.
- 47.8 The Principal Contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations 18
- 47.9 The Principal Contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations
- 47.10 A template register of installation, maintenance and repair shall be included in the H&S Plan.

C3.1.13

- 47.11 The H&S Plan shall include the method statement for entry and work in the confined spaces of a batch plant, where applicable

48 EXPLOSIVE POWERED TOOLS

- 48.1 No explosive powered tool shall be used by The Principal Contractor unless persons making use thereof is provided with and uses suitable protective equipment; and is adequately trained in the operation, maintenance and use of such a tool.
- 48.2 In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the person in charge of explosive powered tools and of the person in charge of the issuing and collection of cartridges and nails.
- 48.3The H&S Plan shall include the Work Instruction (WI) for the safe use of explosive powered tools, including the type of PPE, barricading and warning notice which the contractor intends to use and the method of accounting for cartridges and nails.
- 48.4The H&S Plan shall include proof of training and competency of all operators using explosive powered tools.
- 48.5A template inspection register of the explosive powered tools shall be included in the H&S Plan.
- 48.6A template record for the issuing and collection of cartridges and nails shall be included in the H&S Plan.

49 CRANES [MOBILE]

- 49.2The H&S Plan shall include the method statement for safe use of the crane, including the method of communication, the protection of fall zones and the method of determining whether the weather permits safe crane work of which shall also be reflected in the risk assessment
- 49.3In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of competency:
- 49.3.1
 he registered person/s testing and certifying the crane;

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49.3.2 he registered person/s testing and certifying the lifting gear;

49.3.3 he crane operator/s, as well as their medical certificate of fitness;

49.4 The H&S Plan shall include the method statement and risk assessment for the erection, maintenance, inspections and dismantling of the crane.

49.5 The crane's load test certificates shall be included in the H&S Plan.

49.6 All lifting gear used with the crane shall be identified and listed in a register contained in the H&S Plan.

49.7 A template inspection register of the lifting gear shall be included in the H&S Plan.

50 STORAGE AND USE OF FLAMMABLE LIQUIDS

50.2 Where work is done on a construction site or where the work may affect SENQU employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate before flammable liquids may be brought on site.

50.3 The Principal Contractor shall ensure that where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard.

50.4 Dangerous work permission shall be obtained where applicable and defined in a specific H&S specification.

50.5 Should flammable substance need to be stored on the construction site, a flammable store or cabinet approved by the Municipal Chief Fire Officer must be used, and no flammable liquids shall be stored outside this facility; no other materials shall be stored in the flammable store or cabinet.

50.6 The H&S Plan shall include a method statement detailing the safe use, storage, decanting and spill controls for all flammable liquids used or stored on site.

50.7 The H&S Plan shall include the appointment and proof of competency of the persons controlling the use, storage, decanting and spill controls of all flammable liquids used or stored on site

51 HAZARDOUS CHEMICAL SUBSTANCES

51.2 Where hazardous chemical substances are used, the contractor shall ensure that:

51.2.1 All MSDS are included in the H&S Plan.

51.2.2 The safe use, storage, decanting, labelling, transport, emergency procedures and safe disposal of hazardous substances are addressed in a method statements included in the H&S Plan.

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51.2.3 Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S Plan.

51.3A hazardous chemical substance intended to be applied on site during the project (i.e. after approval of the H&S Plan) shall be subject to a method statement and issue-based risk assessment, which must be presented to the Public Health Directorate for approval prior to the substance being introduced on site.

52 WATER ENVIRONMENTS [WORK IN PROXIMITY OF WATER]

52.2 The Principal Contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

52.3 The hazards and risks identified in the base line risk assessment, the Principal Contractor shall document a method statement and issue based risk assessment for work in the proximity of water, in the H&S Plan.

52.4 The method statement shall include preventative safety measures and environmental controls to prevent pollution, as well as corrective measures in case of an accidental spill.

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ANNEXURE A
CONTENTS AND NUMBERING SYSTEM FOR THE HEALTH AND SAFETY PLAN

No	Content		Approved	
			Yes	No
1	Index to H&S Plan / File			
2	Scope of Work			
3	Notification to Commence Construction Work		Current	
4	H&S Agreement (S37(2))		Signed	
5	Letter of Good Standing		Current	
6	H&S Budget			
7	H&S Plan	7.1	Refer H&S Specification	
		7.2	Fall Protection Plan	
		7.3	Environmental Management Plan (<i>"Process" Waste management / Spillage Control / Disposal certificates</i>)	
8	Hazard Identification Risk Assessment & Applicable Method Statement	8.1	Baseline Risk Assessment	
		8.2	Issue Based Risk Assessment	
		8.3	Risk Register	
9	Emergency Plan & Response			
10	H&S Policy		Signed	
11	Organisational Chart			
12	Appointments		12.1 Signed	
13	Medical Certificates	13.1	Mobile Plant & Equipment	
		13.2	Working in Elevated Positions	
		13.3	Confined Space Entry	
14	Training & Competency Management	14.1	CV's	
		14.2	Competency Certificates	
		14.3	Induction	
		14.4	Safety / Tool Box Talks	
		14.5	Safety Awareness Posters	
15	Accident / Incident Management including First Aid Facilities	15.1	Section 24 Procedure – Annexure.1 & WCL.2	
		15.2	Injury recording	
		15.3	Incident investigation	
		15.4	Non compliance reporting	
		15.5	Preventative & corrective actions	
16	Construction Plant, Machinery & Equipment Management		Vehicles / Mobile Crane / Skyjacks & Material Hoist / Compactors / TLB's, Batch Plants etc	
17	Access, Traffic Control & Public Safety Management	17.1	Security	
		17.2	Employee / Visitors / Public	
		17.3	Vehicular	

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No	Content			Approved	
				Yes	No
18	Hazardous & Flammable Substance Management	18.1	MSDS		
		18.2	Storage		
		18.3	Demarcation		
		18.4	Signage		
		18.5	Handling & Decanting		
		18.6	Disposal		
19	Hazardous & Dangerous Work Management & Control	19.1	Confined Spaces		
		19.2	Demolition Work		
		19.3	Electrical Installations, Equipment & Machinery		
		19.4	Explosives & Blasting		
		19.5	Explosive Powered Tools		
		19.6	Excavation / Trenching		
		19.7	Energy Sources & Lockout		
		19.8	Elevated Working @ Heights		
		19.9	Formwork & Support Work		
		19.10	Hot Work		
		19.11	Hazardous Chemical Substances		
		19.12	Moving Equipment		
		19.13	Piling		
		19.14	Scaffolding		
		19.15	Suspended Platforms		
		19.16	Welding / Cutting & Grinding		
		19.17	Water Environments		
20	Facilities Management (male / female)	20.1	Washing		
		20.2	Sanitary		
		20.3	Change room		
		20.4	Sheltered Eating		
		20.5	Accommodation / Transportation		
21	PPE Management	21.1	PPE Needs Analysis		
		21.2	PPE Issue		
22	Contractor Management	22.1	H&S Agreement (S37(2) (signed)		
		22.2	Appointments (signed)		
23	H&S Committee				
24	Work Procedures				
25	Work Instructions				
26	Audits & Inspections		Internal & External		
27	Record Keeping Management		Completed Audit / Inspections / Registers / Checklists		

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ANNEXURE B
CONTENTS AND NUMBERING SYSTEM FOR HEALTH AND SAFETY FILE

1. Index to H&S Plan / File
2. Scope of Work
3. Notification to Commence Construction Work
4. H&S Agreement (S37(2))
5. Letter of Good Standing
6. H&S Budget
7. H&S Plan
8. Hazard Identification Risk Assessment
9. Emergency Plan & Response
10. H&S Policy
11. Organisational Chart
12. Appointments
13. Medical Certificates
14. Training & Competency Management
15. Accident / Incident Management including First Aid Facilities
16. Construction Plant, Machinery & Equipment Management
17. Access, Traffic Control & Public Safety Management
18. Hazardous & Flammable Substance Management
19. Hazardous & Dangerous Work Management & Control
20. Facilities Management
21. PPE Management
22. Contractor Management
23. H&S Committee
24. Work Procedures
25. Work Instructions
26. Audits & Inspections

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27. Record Keeping Management

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ANNEXURE C
CONSTRUCTION APPOINTMENTS

#	ESIGNATION	LEGAL REFERENCE	TYPE OF CONSTRUCTION WORK WHEN REQUIRED
1.	Assigned Responsibility Designation	OHS Act S16(2) & CR 5.3(B)	All construction work
2.	Boatswain's chair inspector	CR16	When using a boatswain's chair
3.	Construction Supervisor	CR 6(1)	All construction work
4.	Construction Supervisor Assistant	CR 6(2)	All construction work
5.	Contractor	Contractor - CR 5 (3)(b)	When using sub contractors
6.	Emergency / Fire Co-ordinator	OHSAct S 8	All construction work
7.	Fire Extinguisher Inspector	CR 27 - VUPR 11	All construction work
8.	First Aider	GSR 3	All construction work
9.	Health & Safety Officer	CR 6(6)	All construction work
10.	Health & Safety Reps	OHSAct S 17	When more than 20 persons on site for more than 3 months
11.	H&S Committee Members	OHSAct S 19	When more than 20 persons on site for more than 3 months
12.	Incident Investigator	GAR 9	All construction work
13.	Risk Assessor	CR 7	All construction work
14.	Excavation Work Supervisor	CR 11	When excavating
15.	Demolition Work Supervisor	CR 12	When demolishing
16.	Explosives Manager	Exp R12(1)	When using explosives for blasting
17.	Explosives Supervisor	Exp R 12(3)	When using explosives for blasting
18.	Fall Protection Plan Developer	CR 8(1)(a)&(b)	When there is a risk of persons falling
19.	Fall Protection Plan Supervisor	CR 8(1)(a)&(b)	When there is a risk of persons falling
20.	Batch Plant Supervisor	CR 18(1)	When operating a batching plant
21.	Batch Plant Operator	CR 18(1)	When operating a batching plant
22.	Construction Vehicle & Mobile Plant Inspector	CR 21(1)(j)	When using construction vehicles; When using mobile plant;
23.	Construction Vehicle & Mobile Plant Operators	CR 21(1)(d)	When using construction vehicles; When using mobile plant;
24.	Electrical Installation Inspector	CR 22(d)	When any electrical installations are brought to site or used on site or installed on site

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#	ESIGNATION	LEGAL REFERENCE	TYPE OF CONSTRUCTION WORK WHEN REQUIRED
25.	Explosive Powered Tools Inspector	CR 19(2)(b)	When explosive powered tools are used
26.	Explosive Powered Tools Controller / Issuer	CR 19(2)(g)	When explosive powered tools are used
27.	Explosive Powered Tools Operator	CR 19(3)(b)	When explosive powered tools are used
28.	Formwork & Support Work Supervisor	CR 10(a)	When form work is used; When support work is used
29.	Ladder Inspector	GSR 13A	When ladders are used

#	DESIGNATION	LEGAL REFERENCE	TYPE OF CONSTRUCTION WORK WHEN REQUIRED
30.	Lifting Machine & Equipment Inspector	DMR 18(5)	When cranes, block and tackle, gantries or A frames are used for lifting; When rigging is done;
31.	Lifting Machine Operator	DMR 18	When cranes, block and tackle, gantries or A frames are used for lifting; When rigging is done;
32.	Material Hoist Operator	CR 17	When material hoist is used
33.	Mixer Operator	CR 18	When a concrete mixer is used
34.	Portable Electrical Equipment Inspector	EMR 9	When portable electrical equipment is used
35.	Pressure Vessel Inspector	VUPR 17	When compressors with pressure vessels are used
36.	Scaffold Erector	SANS 10085-1:2003 Item 16.1(a)	When scaffolds are used
37.	Scaffold Inspector	SANS 10085-1:2003 16.1(c)	When scaffolds are used
38.	Scaffolding Supervisor	CR 14(2)	When scaffolds are used
39.	Scaffold Team Leader	SANS 10085-1:2003 Item 16.1(b) and 10.1.1.	When scaffolds are used
40.	Stacking & Storage Supervisor, including chemicals	CR 26	All construction work
41.	Suspended Platform Supervisor	CR 15(1)	When suspended platforms are used
42.	Suspended Platform Erector	CR 15(2)	When suspended platforms are used
43.	Suspended Platform Operational Compliance Plan Developer	CR 15(2)(c)	When suspended platforms are used
44.	Suspended Platform Inspector	CR 15(10)	When suspended platforms are used
45.	Tower Crane Operator	CR 20	When tower cranes are used
46.	Tower Crane Inspector	DMR 18	When tower cranes are used
47.	Hand tool inspector	/	When hand tools are used

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48	Combustion machinery inspector	/	When petrol or diesel engines are used
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ANNEXURE: D
RESPONSIBILITIES / DUTIES

Definitions:

- Σ **“Client”** means any person for whom construction work is performed; **the SENQU LOCAL Municipality.**

- Σ **“Principal Contractor”** means a Principal Contractor, as defined in the Construction Regulations, 2003, who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site; **who has also been appointed as the Contractor as defined in the General (and / or Special) Conditions of Contract.**
- Σ **“Agent”** means any person who acts as a representative for a client in the managing the overall construction work; employee, the firm of consulting engineers, or other practitioner, who is appointed by the Municipality to act on its behalf, **and who is named in the Letter of Acceptance given to the Principal Contractor.**

Roles and Responsibilities

Client:

1. Shall be responsible for the following in order to ensure compliance with the provisions of the Act;
 - ➔ To prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
 - ➔ To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
 - ➔ To appoint each principal contractor in writing for the project or part thereof on a construction site;
 - ➔ To take reasonable steps to ensure that each principal contractor's health and safety plan as determined in sub-regulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
 - ➔ To stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in sub-regulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
 - ➔ To ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely
 - ➔ To ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
 - ➔ To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

2. Shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in subregulation 5(1) and thereafter finally approve the health and safety plan for implementation.

3. Shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

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4. Shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
5. May appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.
6. Shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

Principal Contractor:

1. Shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.
2. Shall take reasonable steps as far as is necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.
3. A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act:
 - ➔ To provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
 - ➔ To appoint each contractor contemplated in paragraph (a) in writing for the part thereof of the project on a construction site;
 - ➔ To take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub-regulation (4) is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
 - ➔ To stop any contractor from executing construction work which is not in accordance with the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
 - ➔ To ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
 - ➔ To ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
 - ➔ To ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.
4. A Sub-contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in regulation 5(3)(a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.
5. Shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub-regulation (4), and shall finally approve that plan for implementation.

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6. Shall ensure that a copy of his or her health and safety plan contemplated in sub-regulation (1), as well as the contractor's health and safety plan contemplated in sub-regulation (4), is available on request to an employee, inspector, contractor, client or client's agent.
7. Shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.
8. Shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub-regulation (7), include a record of all drawings, designs, materials used and other similar information concerning the completed structure.
9. Shall ensure that in addition to the documentation required in the health and safety file as determined in sub-regulations (7) and (8), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done is included and available.
10. Shall not appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
11. Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in sub-regulations (2) to (6) that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor
12. Shall not appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely.
13. Shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.
14. Ensure every Sub-contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.
15. The Contractor shall establish and maintain, and ensure that all his sub-contractors establish and maintain safety, health and environmental standards and systems as necessary, and to comply with local laws, the Occupational Health & Safety Act & Regulations and **Municipality 's** Occupational Health & Safety requirements under the Contract.
16. The Contractor shall be solely responsible for carrying out the work under the Contract, having the highest regard for the safety of his employees, **Municipality's** employees and persons at or in the vicinity of the site, as well as the safety of the Works, temporary work, materials and the property of third parties.

Agent:

Ensure compliance to the duties of a client as set out in the Construction Regulations

- ➔ To prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- ➔ To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- ➔ To appoint each principal contractor in writing for the project or part thereof on a construction site;
- ➔ To take reasonable steps to ensure that each principal contractor's health and safety plan as determined in sub-regulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall

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include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;

- To stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in sub-regulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
- To ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely
- To ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.
- Shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in sub-regulation 5(1) and thereafter finally approve the health and safety plan for implementation.
- Shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
- Shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

The responsibilities for the key management and supervision roles include (but are not limited to) the following:

1. DIRECTORS

- ™ *Develop a culture in which safety is integral.*
- ™ *Maintain adherence to the standards at all times.*
- ™ *Ensure safety responsibility is an integral part of all management systems and processes.*
- ™ *Ensure systems are in place to guarantee the safety of employees, clients, contractors and visitors.*
- ™ *Provide resources and ensure that actions to address safety issues are implemented*
- ™ *Implement the **Municipality** safety policy and safety standards into the business.*
- ™ *Maintain adherence to the policy and standards at all times.*
- ™ *Incorporate safety, health and environmental targets into Business Plans and Achievement Appraisal's of direct reports.*
- ™ *Foster a risk management approach to all projects and business decisions.*
- ™ *Review all high potential incident investigations.*
- ™ *Monitor OH&S performance for trends and learning's.*

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2. PROJECT MANAGER

- TM *Promote a culture in which safety is the prime concern that shall never be compromised.*
- TM *Ensure that adequate safety, health and environmental hazard evaluations are made on all projects, plant and equipment purchases.*
- TM *Prepare project plans that comply with the **Municipality** OH&S policy and safety management standards.*
- TM *Provide resources to eliminate hazards and improve safety.*
- TM *Incorporate safety, health and environmental targets into Achievement Appraisals of direct reports.*
- TM *Ensure that safe systems of work are defined and documented, and that hazards analysis and risk control methods have been incorporated during the preparation.*
- TM *Ensure that any Safety Committee established functions effectively.*
- TM *Ensure thorough investigation of all incidents to avoid recurrence.*
- TM *Ensure safe management of contractors, vendors and visitor's on sites.*
- TM *Conduct safety audits and ensure safety meetings are held.*
- TM *Promote the involvement of all employees in improving safety*
- TM *Focus on the elimination of unsafe acts, and rectify unsafe conditions quickly.*
- TM *Ensure safety responsibility is an integral part of all management systems and processes.*
- TM *Provide resources and ensure that actions to address safety issues are implemented.*
- TM *Ensure that adequate safety and environmental evaluations are made of all modification designs, plant and equipment purchases.*
- TM *Ensure systems are in place to guarantee the safety of employees, contractors and visitors.*
- TM *Review training needs for all employees and provide the training as required.*
- TM *Ensure that drills and exercises are carried out to test the effectiveness of Emergency Response Plans*
- TM *Ensure safe management of contractors on the site.*
- TM *Ensure competent and trained, responsible engineers and supervisors exist to manage contractors on the works.*

3. ENGINEERING MANAGER

- TM *Ensure management systems are in place and understood to give safe design and operation.*
- TM *Ensure hazards and risks are identified for all plant and major equipment.*
- TM *Ensure designs are fit for purpose and safe to implement.*
- TM *Ensure a safe workplace is provided for engineering staff.*
- TM *Ensure all engineering staff is inducted and have received the required training to enable safe access to site.*

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TM *Contribute to and participate in the Project safety program.*

TM *Provide Engineering support as required to assist in the implementation and compliance of these Rules.*

4. CONSTRUCTION MANAGER

TM *Contribute to a positive safety culture by example.*

TM *Ensure that management systems are in place and understood to provide a safe construction workplace.*

TM *Ensure that hazards and risks are identified on all construction activities.*

TM *Arrange construction pre-start-hazard-analysis studies for all "at risk" operations.*

TM *Contribute to and participate in the Project safety program.*

TM *Participate in safety committees and safety meetings.*

TM *Participate in safety inspections and serious incident investigations.*

TM *Be seen to "walk the talk."*

TM *Participate in safety audits.*

TM *Focus on the elimination of unsafe acts, and rectify unsafe conditions quickly.*

TM *Ensure safe management of contractors on the site.*

TM *Ensure competent and trained, responsible engineers and supervisors exist to manage contractors on the works.*

Coordinate and participate in daily Safety Management walkabouts.

Chairperson of weekly contractor's safety meetings.

Final approval of all Risk Assessments.

5. ASSISTANT DIRECTOR OHS

TM *Promote a culture in which safety is the prime concern and shall never be compromised*

TM *Promote the involvement of all employees in improving safety.*

TM *Coordinate the implementation of the site safety management plans.*

TM *Conduct comprehensive site safety audits to evaluate contractors compliance with safety management plans and systems as per the audit / inspection schedule, at least once a month.*

TM *Reporting of OH&S matters and performance to the **Municipality** Management Team.*

TM *Liaise with Safety management to ensure full understanding and communication of all safety issues impacting on **Municipality** and Contractor activities and vice versa.*

TM *Ensure appropriate **Municipality** personnel are involved in local dept OH&S Committees.*

TM *Facilitate reviews by these Rules.*

TM *Participate in a pre-start safety review with the Vendor's / Contractor's Management to facilitate a "bridging document" to remove any uncertainty/differences between these Rules and the Vendor's / Contractor's SMP.*

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™ Co-ordinate the preparation of Emergency Response Plans.

™ Co-ordinate and participate in drills and exercises to test the effectiveness of Emergency Response Plans.

Facilitate and lead all LTI investigations.

Safety pre-qualification of all contractors at tender invitation stage.

Interview and approval of site and contractors Safety Officers

6. AREA MANAGERS

™ *Ensure compliance and keep all required records as per the Construction Regulations.*

™ *Ensure hazards and risks are identified in design stage.*

™ *Ensure that management systems are followed to give safe designs.*

™ *Ensure self and others safety awareness at all times.*

™ *Be aware of hazards and risks in the plant area of activity.*

™ *Participate in and contribute to the **Municipality** Management team safety plan.*

™ *Promote a culture in which safety is the prime concern and shall never be compromised.*

™ *Define and document safe systems of work and, through consultation, ensure they are applied.*

™ *Ensure that the Safety Committee functions effectively.*

™ *Ensure that all incidents are thoroughly investigated to avoid re-occurrence.*

™ *Ensure safe management of contractors on the site.*

™ *Ensure competent and trained, responsible engineers and supervisors exist to manage contractors on the works.*

™ *Know that contractors and employees understand the hazards associated with performing tasks.*

™ *Promote the involvement of all employees in improving safety.*

™ *Focus on the elimination of unsafe acts, and rectify unsafe conditions quickly.*

™ *Conducting safety inspections, monitoring safety behaviour on site and participating in audits.*

™ *Ensuring that all involved personnel prior to commencement of any work complete Risk Assessment (RA) and Daily Safety Task Instruction (DSTI). Then, by a review process, verifying that the development process is appropriate, communicated and understood by the users and subsequently complied with.*

™ *Notifying of incidents and addressing unsafe acts and conditions in accordance with these Rules and following-up to ensure corrective and preventative actions are timely and effective.*

™ *By their actions, demonstrating to contractors at all times the commitment of these Rules to the highest standards of safety management.*

™ *Participation in accident /incident investigations.*

Facilitate Contractors Risk Assessments and sign of and approval thereof before submitting to the site Safety Officer.

Participate in daily management Safety walkabouts and ensure Contractors in your discipline comply to these rules and rectify deviations.

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Ensure Contractors implement and compliance with the Construction Regulations

7. HEALTH & SAFETY OFFICERS & COORDINATORS

™ Implement and maintain the **Municipality** Safety Management Plan on site for all Contractors.

Advise the Site Management team on safety issues and suggested solutions.

Report directly to the Construction Manager and act on his authority regarding safety issues.

™ Promote a culture in which safety is the prime concern and shall never be compromised.

™ Promote the involvement of all employees and Contractors in improving safety.

™ Focus on and establish a culture of the elimination of unsafe acts, and rectification of unsafe conditions quickly, by Management and supervision.

™ Ensure self and others safety awareness at all times.

™ Facilitate and participate in all Contractors accident /incident investigations. Ensure that all incidents are thoroughly investigated to avoid re-occurrence.

™ Participate in and contribute to the **Municipality** Management team Safety Plan.

™ Ensure that all involved **Municipality** and Contractors personnel prior to commencement of any work complete Risk Assessments (RA) and Daily Safety Task Instruction (DSTI). Then, by a review process, verifying that the development process is appropriate, communicated and understood by the users and subsequently complied with by means of at least two daily site inspections.

Ensure Safety Management Information Boards are erected in each working area, and the following minimum information is displayed – Method Statement, Risk Assessment, DSTI, Supervisor, First Aider and Safety Representative

™ Coordinate all safety induction training requirements and conduct **Municipality** specific induction for **Municipality** and contractor supervision.

Coordinate site accesses and security.

Coordinate and implement comprehensive daily incident reporting by management, supervision, foremen and Safety Officers.

Compile and present a weekly safety report to include: Incident trend analyses & preventative measures. Injury trend analysis and preventative measures. Contractors Planned Tasked Observations for week ahead. DSTI quality and effectiveness. Management walkabouts including participation and findings. High risk activities for the week ahead. Risk Assessment plan for week ahead, based on the construction plan. Statistics for previous week regarding man-hours, complement, RA's completed, induction & medicals (entry and exit). Estimates for week ahead regarding, complement, RA's, induction & medicals (entry and exit).

Conduct a monthly internal contractors audit to ensure implementation and continuous compliance with the Safety Management Plan. Record findings and issue action sheets for deviations to include a action close out plan and report.

*Accompany injured people to doctor/hospital and ensure prompt treatment and return to work. Report all medical treatment cases immediately (telephonic) to the **Municipality** OHS Director and follow it up with a initial SSO report before the end of work day and a complete investigation within 24 hours.*

Coordinate and ensure the pre check and recording thereof for all tools, plant and equipment.

Final check and sign of RA's before submitting to the Construction Manager for approval.

Implement and maintain the Construction Regulations.

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**ANNEXURE E
SECTION 37(2) MANDATORY H&S AGREEMENT:**

**WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY**

**In accordance with the provisions of Section 37(2) of the Occupational
Health and Safety Act 85 of 1993 as amended**

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as "the Employer")

AND

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(Hereinafter referred to as "the Mandatory")

Compensation Fund number:

**Common Law Liability
Insurance in respect of Third
Parties for the Minimum Sum of R...**

1. Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Site Manager CR6.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

2. Warranty of compliance

- 2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.
- 2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.
- 2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that

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the clauses as hereunder described are at all times adhered to by himself and his employees.

3. Refer:

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977

4. Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

5. Appointments and training

- 5.1 The Mandatory shall appoint competent persons as per Section 16 (2) or CR6.1 of the OHS Act.
- 5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.
- 5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.
- 5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.

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- 5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted.

Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

7. Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. Cooperation

- 8.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into occupational health and safety issues concerning the Mandatory.
- 8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

9. Work procedures

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- 9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.
- 9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.
- 9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

10. Health and safety meetings

- 10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.
- 10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

11. Compensation registration

- 11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the **Compensation for Occupational Injuries and Diseases Act 130 of 1993**, and that all payments owing to the Commissioner are discharged.
- 11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

12. Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

13. Incident reporting and investigation

- 13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.

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- 13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

14. Statutory Obligations of the Mandatory & Contractor

- 14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.
- 14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.
- 14.3 Without derogating from the generality of this paragraph:
- 14.3.1 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.3.2 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.
- 14.3.3 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention
- 14.3.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.
- 14.3.5 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.
- Horseplay, scuffling, fighting, running or throwing of objects.
 - The possession, consumption or offering for consumption to any person of intoxicating liquor

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or habit-forming drugs.

- Any employee suspected of being under the influence of alcohol or other intoxicating substance

will not be allowed to enter or remain on the Employer's premises.

- The tampering with or misuse of any safety equipment installed or provided to any person by an

employer or user of machinery.

- The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.

- The doing of anything at a workplace or in connection with the use of machinery, calculated to

threaten the safety of any person.

- Contractors are required to take all reasonable measures to ensure that the requirements of the

Act and the regulation are observed by his employees.

- Contractors must, in the interests of safety, enforce discipline

15. Security and access

C3.1.14

- 15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.

C3.1.15

- 15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

C3.1.16

- 15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.

C3.1.17

- 15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

C3.1.18

- 15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

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16. Fire precautions and facilities

- 16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

17. Hygiene and cleanliness

- 17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.
- 17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

18. No nuisance

- 18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

19. Intoxication not allowed

- 19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.
- 19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

20. Personal protective equipment

- 20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.
- 20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

21. Plant, machinery and equipment

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- 21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.
- 21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

22. No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

23. Transport / Vehicles

- 23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.
- 23.2 All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so.
- 23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 23.4 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

24. Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

25. Duration of agreement

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This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory's workmen would be present on the Employer's premises.

25. Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at on

For, and on behalf of the Employer

Date

for, and on behalf of the Mandatory

Date

Witness

Date

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C3.6 Annexes

CONTENTS

- C.3.6.1 B-BBEE Sub-contract Expenditure Report
- C.3.6.2 Joint Venture Expenditure Report
- C.3.6.3 Targeted Labour Contract Participation Expenditure Report
- C.3.6.4 Targeted Enterprises Contract Participation Expenditure Report

(C.3.6.1) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*) R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of P* %

Signatures

Declared by supplier to be true and correct:

Date:

Verified by SM Project Manager:

Date:

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(C.3.6.2) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
--	---	--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date $D = C/P^* \times 100$
		A		C	D = C/P* x 100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by SM Project Manager: _____

Date: _____

**RECONSTRUCTION OF 4,5 KM GRAVEL ROADS AND STORMWATER CHANNELS IN ZAVA, MDLOKOVANA AND THABA KOLOI (Ward 13)
(C.3.6.3) TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT (PRO FORMA)**

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the PREFERENCE POINTS CLAIM FORM) (P*)	R
---	---

Specified Targeted Labour Contract Participation Goal	%
---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by Contractor to be true and correct:

Date

Verified by Employer's Agent/
Employer's Agent's Representative:

Date

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(C.3.6.4) TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT (PRO FORMA)

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the PREFERENCE POINTS CLAIM FORM) (P*)	R
---	---

Specified Targeted Enterprises Contract Participation Goal	%
--	---

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month ¹	Total expenditure (excl. VAT) to targeted enterprises
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by Contractor to be true and correct:

Date

Verified by Employer's Agent/
Employer's Agent's Representative:

Date

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**Part C4: Site information
(To be made available on request)**

C4	Site information.....	Pages
		? - ?

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C4 Site Information

CONTENTS

- C4.1 Locality Plan**
- C4.2 Geological Report – To be issued on request or to the winning bidder before commencement of construction.**
- C4.3 Environmental – To be issued on request or to the winning bidder before commencement of construction.**
- C4.4 Detailed OHS Specification – To be issued on request or to the winning bidder before commencement of construction.**