

TENDER NO. 33/2023-2024T



TENDER DOCUMENT (VOLUME 1)

FOR THE

**Rehabilitation of Roads & Stormwater in
Barkly East Ward 15 & 16**

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: 051603 1300 Fax: 0516030445 e-mail: info@senqu.gov.za	Project Management Office 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 0516030019 Fax: 0516030445 Alt Tel: 051 430 1321 Email: pmo@thewo.co.za	SIGNATURES OF MUNICIPALITY OFFICIALS AT TENDER OPENING
		1.
		2.
3.		

March 2024

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	

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Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16

(1) GENERAL TENDER INFORMATION		
TENDER DETAILS		
Tender advertising date	18 March 2024	
Tender closing date	19 April 2024	
Tender closing time	12h00	
Estimated CIDB contractor grading designation	7CE or higher	
Technical contact person	Mr D Rwazemba 051 430 1321 danford@thewo.co.za	
SCM contact person	Mr N Ngwenya 051 603 1349 ngwenyan@senqu.gov.za	
CLARIFICATION AND SITE MEETING		
Nature of meeting	Compulsory Bidders must bring printed copy of the tender document for signature of the engineer on page 65	X
Date and time of meeting	03 April 2024 at 14h00	
Venue of Meeting	Nkululeko Town Hall, Barkly East	
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:	33/2023-2024T		
TENDER TITLE	Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16		
CLOSING DATE	19 April 2024		
CLOSING TIME	12h00 PM		
ADDRESS OF MUNICIPALITY	Senqu Municipality, 19 Murray Street, Lady Grey		
DATE OF CLARIFICATION MEETING	03 April 2024		
NATURE OF CLARIFICATION MEETING	Compulsory. Bring a printed copy of the tender document esp p.65		
TIME OF CLARIFICATION MEETING	14h00		
VENUE OF CLARIFICATION MEETING	Nkululeko Town Hall, Barkly East		
CIDB REQUIREMENTS	7CE or higher		
TECHNICAL ENQUIRIES	Mr D Rwazemba 051 430 1321 danford@thewo.co.za		
SCM ENQUIRIES	Mr N Ngwenya 051 603 1349 ngwenyan@senqu.gov.za		
TENDER VALIDITY PERIOD	84 days		
PREFERENTIAL POINTS: 80/20			POINTS
		PRICE	80
		SPECIFIC GOALS	20
		Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability	10
		Points for Locality (Contractors domiciled in the Senqu Local Municipality)	10
		Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)	5
		Points for Locality (Contractors domiciled in the Eastern Cape Province)	2
		Points for Locality (Contractors domiciled outside the Eastern Cape Province)	0
		Total points for Price and Specific goals	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, and deposited in the tender box at the address, and by the date and time stated above. It is recommended that a USB Flash Drive with a copy of the tender is also included in 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

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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 website <https://www.senqu.gov.za/active-tenders-2024/>

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

A clarification meeting as stated above will be held on the date and time at the venue stated above. Tenders must bring along a printed copy of the tender document especially P.65

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
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C.1	General
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C.1.1	Actions
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C.1.1.1	<p>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.</p>
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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 Project Management Office.

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

VOLUME 2: Drawings (listed in C3.2 Engineering) Bill of Quantities and MBD documents for local content.

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 COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).prepared by the South African Institution of Civil Engineers. These publications are available and tenderers must obtain copies at their own cost from SAICE House, Block 19, Thornhill Office Park, 94 Bekker Road, Vorna Valley, Midrand, 168

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 with the employer
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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	Mrs Tanya van Zyl
Designation	Manager Strategic Support
Address:	19 Murray Street Lady Grey 9755
Tel:	082 804 1804
Email	vanzylt@senqu.gov.za

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- C.1.5 **Cancellation and Re-Invitation of Tenders**
- C.1.6.2 **Competitive negotiation procedure**
A competitive negotiation procedure will not be followed.
- C.1.6.3 **Proposal procedure using the two-stage system**
A two-stage system will not be followed.
- 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 1300). 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.

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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 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.

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 7CE 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 7CE 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 7CE 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 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

NO.	CRITERIA	WEIGHTING
1.	Experience	40
2.	Expertise	40
3.	Ownership or capability to hire equipment and plant	20
GRAND TOTAL		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.

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

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FUNCTIONALITY ASSESSMENT – POINTS SCORING	
Functionality Category & Description	Points Allocation
1. Bidder Experience (Similar Projects with a minimum project value of 10 million per project)	Total = 40
4 x Completion Certificates	40
3 x Completion Certificates	30
2 x Completion Certificates	20
1 x Completion Certificates	10
N.B: Tenderers to submit certificates of complete projects with valid contact details for similar projects i.e. bridges, culvert construction, concrete works, paving. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.	
2. Bidder Personnel Expertise	Total = 40
Contract/Project manager minimum B Tech Civil Eng with 10 years experience.	20
Site agent minimum ND Civil Eng and 10 years experience.	15
Foreman with minimum Higher Certificate or NQF level 5 Construction Qualification and 5 years experience.	5
N.B: TENDERERS TO SUBMIT AN ORGANOGRAM INDICATING NAMES AND POSITIONS OF STAFF IN RELATION TO THE PROJECT. CURRICULUM VITAE & CERTIFICATES OF ABOVE PERSONNEL TO BE ATTACHED. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.	
3. Ownership or capability to hire equipment and plant	Total = 20
1. Tipper Trucks x 2	4
2. Excavator x 1	4
3. Grader x 2	4
4. Water Truck x 2	4
5. TLB x 2	4
NB: PROOF OF OWNERSHIP WITH COPIES OF REGISTRATION CERTIFICATES OR LETTER OF INTENT TO LEASE WITH COPIES OF REGISTRATION ARE REQUIRED IN ORDER TO GET POINTS. RENTAL OF EQUIPMENT/ MACHINERY ONLY GETS HALF OF THE POINTS.	

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. **The service provider should at least score a minimum of 80 points out of the 100 points in order to be considered in the next evaluation phase.**

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 (N/A)**
- 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;
 - viii. an EME or QSE.

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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

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

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

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

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.2.13 Submitting a tender offer

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

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

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:

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- 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

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

C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.

C.2.16.2 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

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

Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million**:

- 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

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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

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 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).

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.

C.3

The Employer's undertakings

C.3.2 Issue Addenda

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.

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.

C.3.4 Opening of tender submissions

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

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

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).

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

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

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 2022 as follows:

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

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.

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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**

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

- a) 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,

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.

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

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

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.

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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, 2022, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

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
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that

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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.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-

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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 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.

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

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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 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).

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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 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:

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- 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.

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

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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

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

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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

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:

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- 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.

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 such as that in concentrator 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	

TENDER
PART T2: RETURNABLE DOCUMENTS

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T2.2	Returnable Schedules	36 – 76

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	37
2:	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	39
3:	CERTIFICATE OF AUTHORITY	41
4:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	43
5:	DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)	44
6:	PREFERENCE POINTS CLAIM FORM (where preferences are granted in respect of B-BBEE contribution) - MBD 6.1 amended	47
7:	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (MBD 5)	52
8:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)	Vol 2
9:	SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	54
10:	MUNICIPAL ACCOUNTS' STATUS	55
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12:	CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION	57
13:	SCHEDULE OF SUBCONTRACTORS	58
14:	PRELIMINARY PROGRAMME	59
15:	PROPOSED WORK PLAN	60
16:	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	61
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18:	PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	63
19:	RECORD OF ADDENDA TO TENDER DOCUMENTS	64
20:	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	65
21:	DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014	68

T2.2 Returnable Schedules

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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 domicilium 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 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; confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and</p> <p>iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.</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.

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

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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 : _____

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			

NOTE:

- *Delete which is not applicable
- NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
- 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:

- *Delete which is not applicable
- NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise
- 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**

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.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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.

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)

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

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

- (b) a member of the board of directors of any municipal entity;**
- (c) an official of any municipality or municipal entity;**
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**
- (e) 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).
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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*).
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.3 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 historically disadvantaged persons by unfair discrimination based on race, gender or disability	10
Points for Locality (Contractors domiciled in the SenquLocal Municipality)	10
Points for Locality (Contractors domiciled in the JoeGqabi District Municipality)	5
Points for Locality (Contractors domiciled in the EasternCape Province)	2
Points for Locality (Contractors domiciled outside theEastern Cape Province)	0
Total points for Price and specific goals	100

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic

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Empowerment Act, 2003 (Act No. 53 of 2003);

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

3. 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

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

4.2 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

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

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

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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 B-BBEE status level of contribution in accordance with the table below:

SPECIFIC GOALS	DOCUMENT TO BE SUBMITTED	NUMBER OF POINTS ALLOCATED
Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability	Valid BBEE Certificate or Sworn Affidavit	MAX 10 Points
	1	10
	2	9
	3	7
	4	6
	5	5
	6	4
	7	2
	8	1
	0	0

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 last 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		

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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]

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.

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WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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SCHEDULE 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

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? (Please mark with X)

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

(Please mark with X)

Annual financial statements for auditing?	Yes	No	Annual financial statements for Independent Review, as per the Companies Act?	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	
-----	--	----	--

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)
----------------	----------------------	-----------------	---------------------------------

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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 9: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS

The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.

Sub-contractor Name	Nature of sub-contracting	Is the sub-contractor a subsidiary of the main contractor? Y / N	QSE, EME or Co-operative	Black ownership % of QSE, EME or Co-operative	Designated group (youth, women, disabled, rural or township, military veteran)	Value of sub-contracting (including VAT)
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
Total value of sub-contracting (B)						R

A	Price of tender under consideration (Pt) including VAT	R
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage – (B/A)*100	%
	MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN CLAUSE C.2.1.4.6	??%

Tenderers must submit proof of all subcontracting arrangements identified on this schedule as an attachment hereto.

SIGNED ON BEHALF OF TENDERER:

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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:

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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 33/2023-2024T

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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:

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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 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16

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
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
SUBTOTAL	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

SIGNED ON BEHALF OF TENDERER:

Bid No 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16

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 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16**

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 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16

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:

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 33/2023-2024T
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ATTACH ENTITY TAX COMPLIANCE STATUS PIN AND ENTITY TAX REFERENCE NUMBER (IN WRITING, EITHER ON THE COMPANY PROFILE OR ANY ENTITY DOCUMENT WITH A LETTERHEAD OR AS ISSUED 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 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16

ATTACH CERTIFIED COPY OR ORIGINAL BBEE STATUS LEVEL CERTIFICATE OR ORIGINAL AFFIDAVIT

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

**Bid No 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16**

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:

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

- 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)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

- 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):

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

- List potential key risks identified and measures for addressing risks:

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

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

Bid No 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16

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 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16

**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 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16
Contract Organogram for personnel to be ASSIGNED TO THE CONTRACT

Signed

Date

Name

Position

Tenderer

Bid No 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16
Curriculum Vitae of Contracts Manager

Signed

Date

Name

Position

Tenderer

Bid No 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16

Curriculum Vitae of Site Agent

Signed

Date

Name

Position

Tenderer

T2.2.10 Curriculum Vitae of General Foreman

Signed Date

Name Position

Tenderer

Bid No 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16

T2.2.12 Attach Detailed Company Profile (with relevant past experience)

Signed

Date

Name

Position

Tenderer

Bid No 33/2023-2024T
Rehabilitation of Roads & Stormwater in Barkly East Ward 15 & 16
Certified ID Copy(ies) of Director(s) (not older than 3 months)

Signed

Date

Name

Position

Tenderer

CONTRACT PART C1: AGREEMENT AND CONTRACT DATA
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C1.1	Form of Offer and Acceptance	80–82
C1.2	Contract Data (data provided by the Employer)	83 –92
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C1.6	Contract of Temporary Employment as Community Liaison Officer	96 –97

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. 33 /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 33/2023-2024T
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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

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.

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:

, 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 **72 (seventy two) 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 PMO office 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 Thewo SMM JV acting through the municipal manager's office, an associate or an official authorised thereto in writing.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

1.1.1.35 **"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the 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: mawongat@senqu.gov.za

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Clause 1.3:

- 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

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:

Clause 3.3.2.2.4:

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

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:

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:

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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 a 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.

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:

... 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:

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	4 days
February	4 days
March	4 days
April	4 days
May	2 days
June	2 days
July	2 days
August	2 days
September	4 days
October	4 days
November	4 days
December	4 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:

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The penalty for failing to complete the Works is **R2500** per calendar day 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. The performance guarantee shall be in form of Surety provided by a Financial Institution registered with the Financial Services Conduct Authority (FSCA) or any equivalent authority.

Clause 6.2.2:

The contractor shall not be allowed at any stage to select the default security of **10%** retention as their form of security. Failure to raise the security stipulated in Clause 6.2.1 will result in termination of the contract in terms of Clause 9.2.

Clause 6.2.3:

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:

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

The base month is the 1 month prior 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.

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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

Ac₁ = T₁ – S₁ – D₁ – E₁ – G₁ – Ap₁, and
Ac₂ = T₂ – S₂ – D₂ – E₂ – G₂ – Ap₂

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

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.

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 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**".

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- (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:

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:

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

Clause 6.10.3:

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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 **10%** of the contract value. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

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

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.

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 **R10 Mil.**

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:

"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:

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:

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.

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

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.

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

C1.3 Occupational Health and Safety Agreement

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

..... ,
(Contractor/Mandatary/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 at on the day of 20....

Witness

Mandatary

Signed at on the day of 20

Witness

for and on behalf of
Senqu Municipality

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.: Bid 33/2023-2024T

CONTRACT TITLE: Rehabilitation of Roads & Storm water in Barkly East Ward 15 & 16

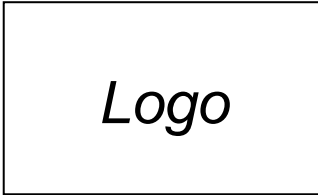
I/ we,.....{Contractor} record as follows:

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

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.: **33/2023-2024T**

CONTRACT TITLE: Rehabilitation of Roads & Storm water in Barkly East Ward 15 & 16

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: _____

C1.6 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: **33/2023-2024T**

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:

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	97-99
C2.2 Bills of Quantities	vol 2

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. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
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. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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
9. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
10. 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.

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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.	STORMWATER CONSTRUCTION	Concrete work

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'

The Bill of Quantities will be published on the Senqu Website on or before 03 April 2024 as part of Volume 2

Part C3: Scope of Work

C3.1	Description of the Works	Blue
C3.2	Drawings	Blue
C3.3	Construction	Blue
C3.4	Management	Blue
C3.5	Annexes	Blue
C3.6	Description of the Works	Blue

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
COLTO Standardised Specifications

C3.1 Description of the Works

CONTENTS

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

C3.1.1 Employer's objectives

Senqu local Municipality, hereafter referred to as, the Employer/Client, seeks to upgrade some 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.

C3.1.2 Extent of the works

- Site establishment
- Setting out
- The protection and realignment of existing services in co-operation with the concerned authority
- Dismantling, removal and reinstallation of existing fences in co-operation with the concerned property owners and CLO where instructed by the Engineer
- Clearing and Grubbing (Work to be done labour intensive construction methods)
- Traffic control
- Open up borrow pits
- Temporary deviations
- Mass earthworks
- Installation of service ducts and construction of associated manhole where instructed by the Engineer
- Pavement layer works
- Prefabricated culverts; Structures may vary from 600 mm diameter pipe culverts to box culverts in different configurations (Work to be done labour intensive construction methods)
- Scour protection / erosion protection (stone pitching, Work to be done labour intensive construction methods)
- Kerbing, Channels and Edge Beams
- Stabilization of base layer
- Installation of subsoil drainage
- Installation of paving blocks
- Road markings and signs
- Construction of speed humps at various location where instructed by the Engineer
- Finishing the road and road reserve

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C3.1.3 Location of the works

The roads are in Barkly East in the Senqu Local Municipality which forms part of the Joe Gqabi District Municipality of the Eastern Cape Province.



The roads are to be attended to are as follows.

Town	Sub Place	Road Name	Approx length
Barkly East	Ward 15 & 16	Road 1	490m
	Ward 15 & 16	Road 2	175m
	Ward 15 & 16	Road 3	265m
	Ward 15 & 16	Road 4	520m
	Ward 15 & 16	Road 5	65m
	Ward 15 & 16	Road 6	1070m
	Ward 15 & 16	Road 7	335m
	Ward 15 & 16	Road 8	890m
Total			3810m

C3.1.4 Temporary works

- Temporary bypasses (only on instruction from the Engineer)
- Temporary drainage structures (only on instruction from the Engineer)

C3.1.5 Sub-Contracting

It is a provision of the Contract that the Contractor must sub-contractor 30% (30 percent) of the tendered sum to qualifying SMME's.

The sub-contracting of the works shall be given to sub-contractors residing in Senqu jurisdiction.

The Contractor must give attention to Sub-Contractors registered on the Database of Senqu Local Municipality shall submit, to the Engineer, the list of the eligible Sub-Contractors and their respective category prior to their appointment.

C3.2 Drawings

CONTENTS

3.2.1 DRAWINGS

Refer to the Volume 2 for tender drawings - to be published on or before the date of the clarification meeting

C3.3 Construction

CONTENTS

- 3.3.1 TRADE NAMES OR PROPRIETARY PRODUCTS
- 3.3.2 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.3.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.3.4 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.3.5 GENERIC LABOUR-INTENSIVE SPECIFICATION
- 3.3.6 LOCAL PRODUCTION AND CONTENT

3.3.1. 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'

3.3.2 APPLICABLE STANDARDISED SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
 - (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.
SAICE House, Block 19, Thornhill Office Park,
94 Bekker Road,
Vorna Valley,
Midrand,
168

Tel: (011) 805-5947/48/53
Fax: (011) 805-597

- (b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

3.3.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

C3.3.3.1 MEASUREMENT AND PAYMENT

PS6.1 Contractor's Camp

A site will be made available for the Contractor's camp or depot, to be located adjacent to the works. The Contractor shall be entirely responsible for ensuring that his establishment meets the requirements of the Municipal regulations or by-laws, which may be applicable and shall include therefore in his tendered rates. The Contractor shall also be responsible for ensuring that unauthorized persons do not have access to the site or any construction material stockpiles.

PS6.2 Source of Water Supply

The Contractor shall make all arrangements with the Local Authority for a water connection and include for the payment of water used for construction purposes in his tendered rates. The Contractor shall in his rates include payment for potable drinking water for the employees.

PS6.3 Source of Power Supply

The Contractor will however be entirely responsible for arranging a power connection and for payment for all electric power required for construction purposes if electric power is available on site. The costs of electric power are to be included in the Contractor's tendered rates.

PS6.4 Housing

The Contractor shall be permitted to house Key Personnel only within his camp site(s). At the commencement of the Contract, the Contractor shall inform the Engineer of his intentions regarding the housing of Key personnel on Site and he shall thereafter ensure that all such accommodation is kept neat and tidy, hygienic and properly controlled at all times. Should at any stage of the Contract the Employer and/or the Engineer be of the opinion that the housing of Key Personnel within the camp site(s) of the Contractor is causing disturbance or inconvenience to the landowner or to nearby residents, then the authority granted by this clause for the Contractor to house Key personnel on Site may be withdrawn, either partially or entirely.

The Contractor shall at all times confirm with all requirements contained in law or bylaws, as well as any other requirements set by the controlling local authority.

PS6.5 Ablution Facilities

Ablution facilities will not necessarily be available at the camp or depot site and the Contractor shall make his own arrangements in this regard. Ablution facilities shall be kept neat and tidy at all times.

PS7 SITE FACILITIES REQUIRED

PS7.1 For the Contractor

Whatever may be required for the satisfactory execution of the Contract.

PS7.2 For the Engineer

Not required.

PS7.3 Sanitary Facilities

Water borne sewerage is available in the area. Chemical or flush toilets with on- site disposals shall be provided and maintained for the use of the Contractor's personnel, the Engineer and representatives of the Employer at the camp site that the Contractor may establish for construction of the Works. In addition, the Contractor shall at all times during construction of the works provide adequate sanitary facilities with hygienically acceptable conditions.

PS8 FEATURES REQUIRING SPECIAL ATTENTION

PS8.1 Existing Services

The site of the Works is traversed by various existing services including water, sewers, and electricity cables, the exact position of which are generally unknown. Where positions of services are known these will be shown on layout plans or information in this regard will be made available by the Engineer prior to construction commencing in an area. The Contractor will be required to so schedule and programme his work that when works are disrupted due to the influence of unexpected services encountered, construction can continue in other portions to allow the situation to be remedied by re-routing of new or existing services.

PS8.2 Other Contractors

The Contractor must prepare himself to work with other Contractors in the same project location and/or on the same site simultaneously. The Contractor must make adequate provision for himself in the rates tendered to protect and clearly mark "his" works, to accommodate other Contractors and to liaise constantly and adequately with the other persons active in the same area.

It might happen that up to five different Contractors will be active on site, that routine maintenance is carried out on the existing work by another party and that the Client or his agent is active onsite with the day to day running of the works.

PS8.3 Preservation of Trees

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Special care shall be taken that only designated trees are removed and that no damage is caused to other trees during construction, especially the indigenous trees.

PS8.4 Safeguarding Reference Beacons

The Contractor shall take special care to safeguard any permanent survey beacons such as erf corner pegs, reference beacons and level beacons. Should such pegs or beacons be disturbed, the Contractor shall have them replaced by a registered Land Surveyor at his own cost. The Surveyor shall submit the necessary documentation regarding the replacement of pegs and beacons to the Engineer for approval.

The Contractor's attention is drawn to Article 35(1) of the Land Surveying Act No. 9 of 1927, (as amended) in this regard.

B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following references from, and variations and additions to the Standard Specifications will be valid for this Contract.

The clauses and pay items in this portion of the Particular Specifications are numbered "B" followed by a number corresponding to the number of the relevant clause or pay item in the Standard Specifications. New clauses and pay items not covered by clauses or pay items in the Standard Specifications, if included here, are also designated "B" followed by a number. These numbers follow on the last clause or pay item number used in the relevant section of the Standard Specifications.

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

Add the following:

B1201 SCOPE

Add the following:

This section also covers matters, which relate to the location of existing services by the Contractor.

B1202 SERVICES

Add the following:

The location, protection and relocation of existing services form an integral part of this contract.

No guarantee as to the accuracy of the information can be given and the responsibility lies with the Contractor to determine the exact positions of all existing services.

Before any work is commenced, the Contractor shall contact all private owners or public authorities controlling services so that they may either protect, move or relocate any services as required, or confirm that all such work has been completed.

Any damage of these services as a result of acts by the Contractor, his sub- Contractors or their respective employees, shall be repaired at the Contractor's expense.

Wherever, for the proper construction of the works, any telephone or electricity line or poles, or any water supply pipes, conduits, electric cables, sewers, drains or any other services are required to be removed or relocated, or where any of these services requires to be repaired as a result of damage by the Contractor or otherwise, the Contractor shall immediately advise the Engineer thereof, who will further notify the responsible authorities concerned in order that such work as is necessary be undertaken by such authorities. The Engineer will also decide the extent of the work, if any to be undertaken by the Contractor in removing, relocating or repairing such services.

B1204 PROGRAMME OF WORK

Add the following:

The programme must show clearly full details of all activities, together with the anticipated application of plant and expected cash flow diagram. The programme must make provision for the location and survey of existing services.

The Contractor must at all times give the inhabitants of a stand, at least 2 weeks' notice before starting any work which may cause them inconvenience.

Should any problems or complaints be received from the homeowners, the Contractor must liaise with the Engineer's representative.

The programme shall be updated monthly, or as instructed by the Engineer, in accordance with the progress made by the Contractor.

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

Penalty Clause will apply on failure to comply with all the completion dates given above.

If the progress of the work falls behind the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme. The revised programme shall indicate 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.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

No laboratory facilities are required on site but the Contractor is responsible for informing the Engineer of testing of densities, bedding, backfill and all relevant concrete tests in time. All material testing will be done by an approved laboratory and is deemed to be included in the Contractor's rates. The Contractor shall submit the test results to the Engineer and shall indicate the extent to which they meet the specified requirements. The Engineer at his discretion may undertake or order such further tests by an independent laboratory to be paid under Section 1200 of the Preliminaries and Generals

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(Specialized Services to the Contractor), to satisfy himself that the work is of acceptable quality conforming to the specifications. No failed tests will be paid for and is for the Contractor's expense.

B1206 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS

Add the following:

The Contractor shall establish the exact positions of all existing services before he commences with permanent construction in the proximity of these services. The exact positions of these services will be established by determining of co-ordinates and the taking of levels and offsets. This information will be submitted to the Engineer in a format to his satisfaction. The provisions of clause 1206 regarding measurement and payment shall apply.

B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

(See amended Clauses of the general conditions of contract)

B 1232 EMPLOYMENT OF COMMUNITY LIAISON OFFICER

The Contractor must employ a Community Liaison Officer for the duration of the contract. The community liaison officer shall be employed from within the local community in conjunction with local structures including the Ward Councilor. The Engineer will determine remuneration of the CLO after consultation with the Employer.

B 1233 COMPLIANCE WITH ACT NO 85 OF 1993

At the handing over of the site, the Contractor shall appoint a person or persons to act as responsible person(s) in terms of the Act on Machinery and Occupational Safety, Act no 85 of 1993 and the appropriate regulations.

CLAUSE TO BE ADDED TO CONTRACTS BETWEEN THE EMPLOYER AND CONTRACTORS IN TERMS OF SEC 37(2) OF THE OHS ACT

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

- (a) The Contractor undertakes 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;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- (d) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by Contractor, or to inspect any appropriate records held by the Contractor;
- (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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B 1234 MEASUREMENT AND PAYMENT

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS		
B12.02	Employment of a community liaison officer (CLO) for the duration of Contract	Prov Sum
	A prime cost item has been included for the compensation of the CLO (also defined or described as "The Labour Desk Officer"). Payments will be done to the CLO on instruction of the Engineer, in writing. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the payments made to the CLO. This mark-up shall be regarded as a full compensation for overheads, charges and profits as provided for Clause 6.6.2 of the Conditions of Contract.	
B12.03	Provisional sum for payment of Health and Safety obligations for the duration of the contract	Per Month
	A prime cost item has been included for the compensation for Health and Safety obligations. Payments will be done to the Health and Safety representative on instruction of the Engineer, in writing. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the payments made to the Health and Safety representative. This mark-up shall be regarded as a full compensation for overheads, charges and profits as provided for Clause 6.6.2 of the Conditions of Contract.	
B12.04	Provisional sum for payment for training for the duration of the contract.	Prov Sum
	A Prime Cost Item has been included for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item. In addition to the above amounts, provision is made for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6.2 of the Conditions of Contract.	
B12.04	Percentage for charges and profit on the provisional sums for Contractor's cost and profit	Unit Percentage
	The percentage tendered for charges and profit on provisional sums ordered by the Engineer shall include full compensation for all cost, profit, charges, handling and transport related to the service.	

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SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS		
B13.01	Provisional sum for payment for Contractual requirements.	Prov Sum
(a)(i)	A Prime Cost Item has been included for payments to be made to cover the Contractor's initial costs of providing sureties, insurance for the work and plant, public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act No. 30 of 1941).	
B13.01	Provisional sum for payment for Contractor to provide survey assistant.	Prov Sum
(a)(ii)	A Prime Cost Item has been included for payments to be made for - One full-time competent assistant shall be provided at all times to assist the Engineer's Representative in his duties for the duration of the Contract. When required the Contractor shall provide a second survey labourer to assist the Engineer's Representative.	
B13.01	Prime Cost Amount for payment for Contractual Requirements.	Unit
(b)(i)	A Prime Cost Item has been included for payments to be made to cover the Contractor's time-related costs of providing sureties, insurance for the work and plant, public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act No. 30 of 1941).	PC Amount
B13.02	CAMPS, STRUCTURAL PLANT AND TESTING FACILITIES	
	<i>Add the following:</i> A suitable site for the establishment of the Contractor's construction camp will be made available in the town. The camp shall be fenced off to ensure that no unauthorized persons enter the campsite, and shall always be kept in a neat and tidy condition. The Contractor should also provide own security personnel to enforce the above-mentioned.	
SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL		
B14.09	Facilities for the Engineer	
(b)	Time related obligations The payment will be made in four equal instalments when the value of all permanent work done, excluding escalation, reaches 25%, 50% and 75% of the Tender Price. The final 25% to achieve 100% payment will be payable when the completion certificate has been issued	Sum
SECTION 1600: OVERHAUL		
1600	Over Haul and Free Haul	
	<i>Add the following:</i> No overhaul will be payable. This is applicable for the entire contract and the Contractor needs to accommodate this within the respective tendered rates.	

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SECTION 1700: CLEARING AND GRUBBING

17.04	Measurement and Payment	
	<p><i>Add the following:</i> DEMOLISH AND SPOIL MATERIAL OFF SITE Demolish and spoil material for structures, buildings, etc. at a spoil site established by the Contractor.</p>	No
	<p>Demolish and spoil material for structures, buildings, etc. at a spoil site established by the Contractor.</p>	m ²
	<p>The unit of measurement shall be for the Removal and complete disposal of each item. The tendered rate shall include full compensation for removing, uplifting, transporting, and the disposal of material to a dumpsite to the satisfaction of the Employers Agent.</p>	m ³

SECTION 2100: DRAINS

2100	Drains	Unit
	<p><i>Add the following:</i> Spoil Material</p> <p>The Contractor shall make his own arrangements for the provision of a suitable place off the site for the disposal of material obtained from excavations, demolition, clearing and grubbing the demolition of boundary walls, brick work, foundation excavations, etc. The rates in the schedule of quantities shall include all costs or fees payable to cover the disposal at the dumping site. The rates must allow for haul as no haul will be payable.</p>	m ³
B21.20	Drainage Core	
	<p>Supply, install and test Kaytech drainage core complete as per manufacturers recommendation, (Bidum measured elsewhere), or similar approved product. Tendered rate should be full compensation for the complete task.</p>	m ²

SECTION 2200: PREFABRICATED CULVERTS

2200	Prefabricated Culverts	Unit
	<p><i>Add the following:</i> No overhaul will be payable, this applies to the whole contract. The Contractor needs to accommodate this within the tendered rates.</p>	m ³ -km

SECTION 3300: MASS EARTHWORKS

	<p><i>Add the following new clause:</i> Any clause relating to haulage shall be superseded by the clause stating that "haulage shall not be paid for separately".</p>	
33.03	CLASSIFICATION OF CUT AND BORROW EXCAVATION	Unit
	<p><i>Add the following:</i> Clause 3303 (a) (ii) shall not be applicable.</p>	

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	<p>In clause 3303 (a) (iii), replace the words “equivalent to that specified in 3303(a)(ii) above” with the words “of mass approximately 35T, fitted with a single-tine ripper suitable for heavy ripping and of fly wheel power approximately 220 kW.”</p> <p>In the last sentence of clause 3303 (a) (iv), replace the words “intermediate excavation” with the words “soft excavation.”</p> <p>In the last sentence of clause 3303 (a) (v), replace the words “or intermediate excavation, according to the nature of the material” with the word “excavation.”</p>	
	<p><i>Add the following:</i> All details relating to clause 33.01 shall be applicable, but with the exception of haulage. Haulage shall be incorporated in the rate and not paid for separately.</p>	m ³ -km
33.04	<p><i>Add the following:</i> Haulage shall be incorporated in the rate and not paid for separately. Rates shall include for all cost relating to royalties for dumping.</p>	
	<p>Soft excavation: All material that is not classified as hard rock excavation, boulder excavation class A or boulder excavation class B in terms of the applicable clauses shall be classified as soft excavation” and the definition of intermediate material shall not be utilized</p>	
	<p><i>Add the following:</i> B33.04(a).01 Soft excavation, and B33.04(c).01 Hard excavation: All other excess material (excavation measured elsewhere) from Stormwater, Culverts, Ducts and Subsoils.</p>	
SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL		
B34.14	Extra over item 34.01 for commercial material supplied by the Contractor	m ³
	The extra over rate shall be for full compensation for obtaining the material and transporting it to the point of use including for all activities at the source/origin areas such as removal and replacement of overburden, finishing off source/origin areas and for the payment of royalties and other charges.	

C3.3.3.2 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

1. Requirements for the sourcing and engagement of labour.

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

1.1.2 The rate of pay set for the LABOUR INTENSIVE WORK is Government Gazetted rates for the Civil Engineering Sector for Eastern Province.) per task or per day.

1.1.3 Tasks established by the contractor must be such that:

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

1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

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

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

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

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

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

1.2.3 Contract participation goals

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

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

1.2.4 Terms and conditions for the engagement of targeted labour

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

1.2.5 Variations to SANS 1914-5

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

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

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

1.3 Training of targeted labour

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

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

1.3.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email

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cinderella.makunike@dpw.gov.za Tel: 083 677 4026

- 1.3.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- 1.3.5 The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
- 1.3.6 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 1.3.4 above.
- 1.3.7 Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.3.4 GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the Scope of Works without amendment or modification as set out below.

1. Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

2. Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

2.1 Hand excavatable material

Hand excavatable material is material:

a) granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense;

or

- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff;

or

- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

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1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

TABLE 1 : CONSISTENCY OF MATERIALS WHEN PROFILED			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

2.2 Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

2.3 Compaction of backfilling to trenches (areas not subject to traffic)

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Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

2.4 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

2.5 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

2.6 Shaping

All shaping shall be undertaken by hand.

2.7 Loading

All loading shall be done by hand, regardless of the method of haulage.

2.8 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

2.9 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage

2.10 Spreading

All material shall be spread by hand.

2.11 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

2.12 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

2.13 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand. Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.

2.14 Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

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Table 2: Skills programme for supervisory and management staff

Personnel Level	NQF	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 } any one of these 3 unit Standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		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 } any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		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

3.3.5 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.

3.3.6 LOCAL PRODUCTION AND CONTENT

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

C3.4 Management

CONTENTS

- 3.4.1. FORMS FOR CONTRACT ADMINISTRATION
- 3.4.2. PARTICIPATION OF TARGETED LABOUR
- 3.4.3. COMMUNITY LIAISON OFFICER
- 3.4.4. PARTICIPATION OF TARGETED ENTERPRISES
- 3.4.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.4.6. HEALTH AND SAFETY

3.4.1. 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 (CPGL) 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 (CPGE) 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.

3.4.2 PARTICIPATION OF TARGETED LABOUR

3.4.2.1 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 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 (CPGL) is

5 %

The minimum CPGL 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 CPGL.

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3.4.2.2 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.

3.4.2.3 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 Project Steering Committee. 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.

3.4.2.4 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.

3.4.2.5 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.

3.4.2.6 Penalties

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.

3.4.3. COMMUNITY LIAISON OFFICER

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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.

3.4.4. PARTICIPATION OF TARGETED ENTERPRISES

3.4.4.1 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

30 %

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.

3.4.4.2 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

“**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.

3.4.4.3 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;

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- 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.

3.4.4.4 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.

3.4.4.5 Penalties

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.

3.4.5. ENVIRONMENTAL MANAGEMENT PROGRAMME

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Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

3.4.6. HEALTH AND SAFETY

Particular Specification H: Health and Safety Specification is attached hereto.

E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C3.4.5. ENVIRONMENTAL MANAGEMENT PLAN (EMP)

1.2 Introduction

This Environmental Management Plan (EMP) addresses the management of environmental impacts related to the proposed construction of the Paved Block Road. The document provides a basis for managing, mitigating and monitoring the environmental impacts associated with all phases of the proposed project.

1.3 Objectives of the EMP

This document provides appropriate mitigation measures designed to minimise or eliminate the significant adverse impacts that may be caused as a result of the proposed project. Mitigation can be achieved in two ways, namely:

- a) By applying preventative measures during the construction phase, and
- b) By rehabilitating the disturbed area during construction phase of the project.

The primary objectives of the EMP are to:

- (c) Describe actions for achieving the mitigation measures.
- (d) Define organisational and administrative arrangements for environmental management and monitoring of the work, including defining the responsibilities of staff and co-ordination, liaison and reporting procedures.
- (e) Ensure that communication is adopted by the site supervision staff regarding pro-active environmental management, such that potential problems can be identified and mitigation measures can be implemented prior to rehabilitation work being carried out.

1.4 Environmental aspects and impacts

Environmental aspects could be defined as “those components of the proposed activity that are likely to interact with the environment”. An environmental impact could be defined as “any change to the environment resulting from an environmental aspect”.

The contractor shall plan activities in such a way that impacts are prevented. In the event that prevention is not practicable, or is not achieved because of misapplication, the contractor shall apply approved measures that will limit and contain the magnitude, duration and intensity of the impact as soon as practical. The contractor shall demonstrate that it is capable of repairing and reinstating the damaged environment. General good construction practice will play an important role in avoiding the occurrence of an impact.

2.0 Environmental Impacts Associated with the project.

Component of the receiving Environment	Pollutant	Environmental impact
Physical		
Water quality	<ul style="list-style-type: none"> • Fuel leakages • Chemical spillages • Erosion • Waste generated (chemical containers) 	Water quality decrease/ water pollution
Air quality	<ul style="list-style-type: none"> • Dust emissions • Chemicals • Vehicle fumes • Vapour discharge from tanks • Fuel nozzles • Waste odours 	
Soil	<ul style="list-style-type: none"> • Erosion • Chemical spillages • Fuel leakages • Waste generation • Salinization 	Soil pollution
Geology	<ul style="list-style-type: none"> • Excavation • Earthing 	Soil pollution
Ground and soil stability	<ul style="list-style-type: none"> • Cracking of the tank or piping • Leakages of hazardous substances • Unstable foundations 	Water pollution Soil pollution
Social		

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Sound environment	<ul style="list-style-type: none"> • Noise 	Noise pollution
Architecture /archaeology and cultural heritage		
Aesthetics	Construction of the bulk water scheme	Visual impact Light pollution
Human beings (safety and security) Human beings (Traffic)	<ul style="list-style-type: none"> • Security risk from vagrants • Safety risk to workers • Fires and explosions resulting from negligent • Criminal activities • Increased traffic on surrounding roads networks 	Health impact

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3.0 GENERAL REQUIREMENTS

3.1. EMP ADMINISTRATION

Copies of this EMP shall be kept at the site office and will be distributed to all senior contract personnel. All senior personnel shall be required to familiarise themselves with the contents of this document.

3.2. ROLES AND RESPONSIBILITIES

The implementation of this EMP requires the involvement of several stakeholders, each fulfilling a different but vital role to ensure sound environmental management during the construction phase.

3.2.1. Department of Environmental Affairs (DEA)

The National Department of Environmental Affairs (DEA) is the designated authority responsible for authorising the EIA and this EMP. DEA has overall responsibility for ensuring that the applicant (NLM) complies with the conditions of its ROD as well as this EMP. DEA shall be invited to join the Environmental Management Committee (EMC) (see below) and attend the monthly EMC meetings.

3.2.2. Employer: Senqu Local Municipality (SLM)

Under South African environmental legislation, the Applicant / Employer is accountable for the potential impacts of the activities that are undertaken and is responsible for managing these impacts. SLM as the Applicant / Employer therefore has overall environmental responsibility to ensure that the implementation of this EMP complies with the relevant legislation and the conditions of the ROD.

The Employer has appointed the Contractor to undertake the contract on a design and construct basis. NLM shall join the EMC and attend the monthly EMC meetings.

3.2.3. Employer's Representative (ER)

THEWO as the Employer's Representative (ER) would act as the Employer's on-site implementing agent and has the responsibility to ensure that the Employer's responsibilities are executed in compliance with relevant legislation and the ROD.

In addition to general project management, the ER has the responsibility to appoint the Environmental Control Officer (ECO) (see below).

Any on-site decisions regarding environmental management are ultimately the responsibility of the ER.

The on-site ER shall assist the ECO where necessary and will have the following responsibilities in terms of the implementation of this EMP:

- Ensuring that the necessary environmental authorisations and permits have been obtained.
- Reviewing and approving the Contractor's method statements with input from the ECO (see 3.2.4 below) where necessary.
- Assisting the Contractor in finding environmentally responsible solutions to problems with input from the ECO and EMC (see 3.2.6 below) where necessary.
- Ordering the removal of person(s) and/or equipment not complying with the EMP specifications.
- Issuing fines for transgressions of site rules and penalties for contravention of the EMP.
- Providing input into the ECO's ongoing internal review of the EMP, which is submitted as a report to the Employer.
- Attending the monthly EMC meetings as a member of the EMC.

3.2.4. Environmental Control Officer (ECO)

The Environmental Control Officer (ECO) will be an independent environmental consultant appointed by the ER to act as the Employer's representative to monitor and review the on-site environmental management and implementation of this EMP by the Contractor.

The ECO shall be on site daily for the first six months of the construction contract and thereafter on a needs basis, but at least once a week.

The ECO's duties will include the following:

- Assisting the ER in ensuring that the necessary environmental authorisations and permits have been obtained.
- Maintaining open and direct lines of communication between the ER, Employer, Contractor and EMC with regard to environmental matters.
- Convening the EMC and facilitating EMC meetings. Appointing specialists (botanists, freshwater ecologists, etc.) as required to advise the EMC. Reporting on environmental issues at construction site meetings and at monthly EMC meetings.
- Convening and facilitating public meetings.

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- Reviewing and approving the Contractor's construction method statements together with the ER.
- Regular site inspections of all construction areas with regard to compliance with the EMP.
- Monitoring and verifying adherence to the EMP, the ROD and approved method statements at all times, monitoring and verifying that environmental impacts are kept to a minimum. Taking appropriate action if the specifications are not followed.
- Assisting the Contractor in finding environmentally responsible solutions to problems.
- Monitoring the undertaking by the Contractor of environmental awareness training for all new personnel coming onto site.
- Advising on the removal of person(s) and/or equipment not complying with the specifications (via the ER).
- Recommending the issuing of fines for transgressions of site rules and penalties for contraventions of the EMP (via the ER).
- Auditing the implementation of the EMP and compliance with the ROD on a monthly basis.
- Undertaking a continual review of the EMP and recommending additions and/or changes to the document to the EMC for discussion.
- Compiling a final audit report regarding the EMP and its implementation during the construction period after completion of the contract and submitting this report to the Employer and the DEA.

3.2.5. Contractor's Designated Environmental Officer (DEO)

The Contractor refers to the team appointed by the Employer to undertake the detailed design and the construction activities for the project.

The appointed Contractor will be required to appoint a competent individual as the Contractor's on-site Designated Environmental Officer (DEO). The DEO must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management to all personnel involved in the contract.

The DEO will be responsible for overseeing the Contractor's internal compliance with the EMP requirements and ensuring that the environmental specifications are adhered to.

The DEO will be responsible for keeping detailed records of all site activities that may pertain to the environment. This includes:

- Daily site inspections.
- Supervision of work where environmental management is a key aspect (e.g. in sensitive areas, with high environmental risk, etc.).
- Informing the ECO.
- Reporting to the EMC regarding implementation of the EMP.
- Completing start-up, weekly, monthly and site-closure checklists
- Keeping a photographic record of progress on site from an environmental perspective.
- Keeping a register of complaints in the site office and recording and dealing with any community comments or issues.
- Keeping a record of on-site incidents and accidents and how these were dealt with.

3.2.6. Environmental Management Committee (EMC)

The EMC shall be a multidisciplinary team tasked with monitoring the progress of the EMP and resolving any environmental problems that may arise during the course of the project. The EMC shall be accountable for ensuring that environmentally sound principles guide the project during the construction phase. The TOR shall be finalised once the EMC has been convened.

The EMC shall consist of all the relevant stakeholders in the construction phase, as well as representatives of interested and affected parties, for example:

- The affected landowners and/or communities;
- The local municipalities;
- Local environmental NGOs;
- Local tourism and agriculture organisations; and

If particular specialists (e.g. a vegetation specialist or freshwater ecologist) are required to advise the EMC on particular issues, these shall be brought in on a needs basis.

The EMC shall normally meet monthly. If the EMC is required to meet more or less frequently, this shall occur on a needs basis.

3.2.7. Organisational structure

Details of the organisational structure are presented in Figure 1. The structure illustrates the reporting procedures for stakeholders in the implementation of this EMP.

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Figure 1: EMP implementation organisational structure.

3.3. ENVIRONMENTAL AWARENESS TRAINING

The Contractor shall ensure that adequate environmental awareness training of senior site personnel takes place and that all construction workers receive an induction presentation on the importance and implications of the EMP.

The presentation shall be conducted, as far as is possible, in the employees' language of choice. As a minimum, training should include:

- Explanation of the importance of complying with the EMP.
- Discussion of the potential environmental impacts of construction activities.
- The benefits of improved personal performance.
- Employees' roles and responsibilities, including emergency preparedness.
- Explanation of the mitigation measures that must be implemented when carrying out their activities.
- Explanation of the specifics of this EMP and its specification (no-go areas, etc.)
- Explanation of the management structure of individuals responsible for matters pertaining to the EMP.

The contractor shall keep records of all environmental training sessions, including names, dates and the information presented.

3.5. PUBLIC PARTICIPATION

An ongoing process of public participation shall be maintained to ensure the continued involvement of interested and affected parties (I&APs) in a meaningful way.

Public meetings to discuss progress and any construction issues that may arise shall be held at least every six months and more regularly if deemed necessary by the ER.

These meetings shall be arranged by the ECO but shall be facilitated by the ER. The Contractor shall present a progress report at each public meeting.

All the I&APs that participated in or were informed during the EIA shall be invited to each of the public meetings.

4. CONTROL OF CONSTRUCTION ACTIVITIES

4.1. SITE CLEARING

The Contractor shall submit a site clearing method for all areas where the Contractor is required to, or intends to, clear vegetation, either within the road reserve or at the other designated construction areas outside the road reserve. The method statement shall clearly indicate chainage or land references and shall detail any search and

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rescue and/or seed collection to take place, what is to be cleared and how this will be done, where and how cleared material would be stored or disposed of, etc.

4.1.1. Vegetation clearing

No vegetation clearing shall take place without written approval of the method statement by the ER. Before clearing of vegetation, the Contractor shall ensure that all litter and non-organic material is removed from the area to be cleared. Vegetation clearing in watercourses and wetland areas shall be conducted by hand. No heavy machinery shall be permitted in watercourses to clear vegetation. Vegetation cleared from watercourses shall be removed from the watercourse immediately to prevent flooding. All indigenous plant material removed from cleared areas shall be stockpiled for mulching. All remaining vegetation shall be removed and disposed of at an approved landfill site.

4.1.2. Topsoil

The Contractor shall remove topsoil from all areas where topsoil will be impacted on by construction activities, including temporary activities such as storage and stockpiling, etc. Stripped topsoil shall be stockpiled in areas agreed with the ER for later use in re-vegetation and shall be adequately protected. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth of topsoil stripped may vary. Topsoil stockpiles shall be convex and no more than 2 m high. Stockpiles shall be shaped so that no surface water ponding can take place.

Topsoil stockpiles shall be protected from erosion by wind and rain by providing suitable stormwater and cut off drains and/or by establishing suitable temporary vegetation. Stockpiles shall not be covered with materials such as plastic that may cause it to compost or would kill the seed bank.

Topsoil stockpiles shall not be subject to compaction greater than 1500 kg/m² and shall not be pushed by a bulldozer for more than 50m.

Before topsoil is to be re-used the stockpiles shall be analysed by a suitably qualified landscape contractor / horticulturist and, if necessary, upgraded before use.

Any topsoil contaminated by hazardous substances shall not be used but shall be disposed of at a DWA approved landfill site.

The Contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the approved method statements and the requirements of this EMP.

4.2. MANAGEMENT OF SITE FACILITIES

The construction, layout and extent of the construction site and its components shall be planned, designed and managed in such a manner that environmental impacts are minimised.

Temporary structures and facilities shall be decommissioned to the satisfaction of the EMC and clean-up after construction shall be effectively undertaken.

4.2.1. Site layout and establishment

The Contractor shall establish construction camps, offices, workshops, testing facilities, stockpiling areas, staff accommodation etc. in a manner that does not adversely affect the environment.

The construction area shall be kept to a minimum.

Site establishment shall not take place on steep slopes, within 30 m of wetland areas and watercourses or at sites declared as no-go areas (see 4.2.2 below).

The site layout shall take cognisance of access for deliveries and services. Likely disturbance to neighbours as well as security implications shall be considered.

4.2.2. No-go areas

Areas where construction activities (including traffic accommodation) are prohibited are referred to as no-go areas. Entry into these areas by any person, vehicle or equipment without the ER's written permission will result in a penalty.

All declared no-go areas will be demarcated by temporary fencing (4.2.3) the position of which shall be agreed to by the ER and ECO, and appropriate signage.

All private property outside of the construction areas (including any bypass routes) as set out in the site layout plan shall be considered no-go areas.

The following areas within the road reserve shall be declared no-go areas:

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Demarcation materials (fencing, signage, etc.) shall not be moved or removed at any stage of the project without the written consent of the ER.

4.2.3. Temporary fencing

The Contractor shall erect temporary fencing along the perimeter of designated no-go areas.

Temporary fencing shall, as a minimum, consist of wooden or metal posts at 3m intervals, with two plain wire strands tensioned horizontally at heights of 300 mm and 900 mm above the ground, threaded with commercial type danger tape.

The Contractor shall maintain in good order all demarcation fencing and barriers for the duration of construction activities, or as otherwise instructed.

4.2.4. Ablution facilities

The Contractor is responsible for the erection and maintenance of adequate ablution facilities and for enforcing the use of these facilities.

The Contractor shall be responsible for ensuring that all ablution facilities are maintained in a clean and sanitary condition to the satisfaction of the ER.

Ablution facilities (chemical toilets, etc.) must be provided at all construction camp areas where there will be a concentration of labour. Toilet paper must be provided.

4.2.5. Eating areas

If none is available, the Contractor shall provide adequate temporary shade within the construction areas to ensure that site personnel do not move off site to eat.

The Contractor shall provide adequate refuse bins at all eating areas to the satisfaction of the ER. If deemed necessary by the ER, the Contractor shall demarcate designated eating areas.

4.2.6. Workshop, equipment maintenance and storage

All vehicles and equipment shall be kept in good working order to maximise efficiency and minimise pollution.

All maintenance, including washing and refuelling of plant on site shall take place at designated locations at the workshop area.

The Contractor shall ensure that no contamination of soil or vegetation occurs around workshops and plant maintenance facilities.

Drip trays shall be used to collect used oil, lubricants, etc. during maintenance. Drip trays shall be provided for all stationary plant.

4.2.7. General aesthetics

The Contractor shall ensure that the type and colour of roofing and cladding materials of any new buildings and structures constructed as part of the project are selected to reduce reflection and blend with the natural environment.

The Contractor shall not deface, paint, damage or mark any natural feature (e.g. rocks, etc.) situated on or around the site for survey or any other purposes unless agreed beforehand with the ER. Any features affected by the

Contractor in contravention of this clause shall be restored / rehabilitated to the satisfaction of the ER.

All construction areas must be kept neat and tidy at all times. Different materials and equipment must be kept in designated areas and storing/stockpiling shall be kept orderly. Lighting shall be of the downward facing spill off type.

4.3. MATERIALS HANDLING, USE AND STORAGE

The potential environmental impact of the handling, use, storage and disposal of materials used during construction shall be minimised.

4.3.1. General

Environmental considerations shall be taken into account in the siting of any material storage areas.

4.3.2. Transportation

The Contractor shall ensure that all suppliers and their delivery drivers are aware of procedures and restrictions (e.g. no-go areas) in terms of this EMP.

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Material shall be appropriately secured to ensure safe passage between destinations during transportation. Loads shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

4.3.3. Stockpiling

The Contractor shall plan his activities so that materials excavated from borrowpits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used.

Stockpiles shall be positioned and sloped to create the least visual impact.

No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be reinstated to the satisfaction of the ER and ECO.

4.3.4. Hazardous substances

All hazardous material / substances (e.g. petrochemicals, oils, etc.) shall be stored on site only under controlled conditions. All hazardous material / substances shall be stored in a secured, appointed area that is fenced and has restricted entry. All storage shall take place using suitable containers to the approval of the ER. Hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure.

Fuel shall be stored in a steel tank supplied and maintained by the fuel suppliers. The tank shall be located in a secure, demarcated area and an adequate bund wall (110% of volume) shall be provided. The floor and wall of the bund area shall be impervious to prevent infiltration of any spilled / leaked fuel into the soil.

4.3.5. Surfacing materials

Over spray of bitumen products outside of the road surface and onto roadside vegetation shall be prevented using a method approved by the ER.

When heating of bitumen products, the Contractor shall take cognisance of appropriate fire control measures (4.12).

Stone chip / gravel excess shall not be left on road / paved area verges. This shall be swept / raked into piles and removed to an area approved by the ER.

Water quality from runoff from any fresh bitumen surfaces shall be monitored by the ER and remedial actions taken where necessary.

4.3.6. Cement and concrete batching

Concrete mixing directly on the ground shall not be allowed and shall take place on impermeable surfaces to the satisfaction of the ER.

The concrete batching activities shall be located in an area of low environmental sensitivity to be identified and approved by the ER.

All runoff from batching areas shall be strictly controlled, and cement-contaminated water shall be collected, stored and disposed of at a site approved by the ER.

Contaminated water storage facilities shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented.

Unused cement bags shall be stored out of the rain where runoff won't affect it.

Used (empty) cement bags shall be collected and stored in weatherproof containers to prevent windblown cement dust and water contamination. Used cement bags shall not be used for any other purpose and shall be disposed of on a regular basis via the solid waste management system (4.5).

All excess concrete shall be removed from site on completion of concrete works and disposed of. Washing of the excess into the ground is not allowed.

4.4. TRAFFIC ACCOMMODATION

The Contractor shall be required to ensure that traffic along the road is accommodated within the road reserve as far as is possible.

Any traffic accommodation outside the road reserve, excluding the temporary bypasses at the bridge demolition and construction sites (4.9.1), shall utilise existing farm and public roads as much as possible.

No new bypass or traffic accommodation routes shall be cleared or established without the approval of the ER.

4.5. WASTE MANAGEMENT

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Waste management on site shall be strictly controlled and monitored. Only approved waste disposal methods shall be allowed.

The Contractor shall ensure that all site personnel are instructed in the proper disposal of all waste.

4.5.1. Solid waste

The Contractor shall ensure that all facilities are maintained in a neat and tidy condition and the site shall be kept free of litter. Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the Contractor shall provide litter bins, containers and refuse collection facilities for later disposal.

Solid waste may be temporarily stored on site in a designated area approved by the ER prior to collection and disposal. Waste storage containers shall be covered, tip-proof, weatherproof and scavenger proof. The waste storage area shall be fenced off to prevent wind-blown litter. No burning, on-site burying or dumping of waste shall occur.

All solid waste shall be disposed of offsite at an approved landfill site. The Contractor shall supply the ER with certificates of disposal.

4.5.1.1. Domestic waste

The Contractor shall provide metal refuse bins to BS 792 or equivalent plastic refuse bins, all with lids, for all buildings. Refuse shall be collected and removed from all facilities at least twice per week. Domestic waste shall be transported to the approved refuse disposal site in covered containers or trucks.

4.5.1.2. Construction rubble/waste

Inert construction rubble and waste materials shall be disposed of by burying in the borrow pits or at a site approved by the ER.

4.5.1.3. Scrap metal

Scrap metal shall be disposed of off site.

4.5.2. Hazardous waste

All hazardous waste (including bitumen, etc.) shall be disposed of at a DWS approved hazardous landfill site. The Contractor shall provide disposal certificates to the ER.

Used oil and grease shall be removed from site and sold to an approved used oil recycling company.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed.

Unused or rejected tar or bituminous products shall be returned to the supplier's production plant.

Used oil, lubricants, cleaning materials, etc. from the maintenance of vehicles and machinery shall be collected in holding tanks and sent back to the supplier or removed from site by a specialist oil recycling company for disposal at a DWS approved hazardous waste site.

4.5.3. Wastewater

The ER's approval shall be required prior to the discharge of contaminated water into sewer systems.

Water from kitchens, showers, laboratories, sinks etc. shall be discharged into a conservancy tank for removal from the site.

Runoff from fuel depots / workshops / machinery washing areas and concrete batching areas shall be collected into a conservancy tank and disposed of at a site approved by the ER.

4.6. NOISE CONTROL

The Contractor shall endeavour to keep noise generating activities to a minimum.

The Contractor shall restrict all operations that result in undue noise disturbance to local communities and/or dwellings (e.g. blasting, crushing, etc.) to daylight hours on weekdays or as otherwise agreed with the ER.

The Contractor shall warn any local communities and/or residents that could be disturbed by noise generating activities such as blasting well in advance and shall keep such activities to a minimum.

The Contractor shall be responsible for compliance with the relevant legislation with respect to noise.

4.7. DUST CONTROL

The Contractor shall ensure that the generation of dust is minimised and shall implement a dust control programme to maintain a safe working environment, minimise nuisance for surrounding residential areas / dwellings and protect damage to natural vegetation, crops, etc.

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Construction vehicles shall comply with speed limits and haul distances shall be minimised. Material loads shall be suitably covered and secured during transportation.

Exposed soil and material stockpiles shall be protected against wind erosion and the location of stockpiles shall take into consideration the prevailing wind directions and locations of sensitive receptors.

The Contractor shall implement dust suppression measures (e.g. water spray vehicles, covering of material stockpiles, etc.) if and when required.

4.8. WORK IN WATERCOURSES AND WETLAND AREAS

The Contractor shall not work within river flood lines, watercourses and wetlands without written approval from the ER as required for the execution of the work. An experienced freshwater ecologist shall be consulted for all issues related to wetlands.

As far as is reasonably possible, work in watercourses and wetland areas shall take place outside of the expected rainy season and allow sufficient time for rehabilitation processes to be effected before the rains commence, i.e. between the months of October and April. This includes any work requiring the diversion of rivers or sections of rivers, the stabilisation of eroded drainage lines and any construction activities involving the crossing of watercourses and wetland areas.

All watercourses and wetland areas shall be protected from erosion and direct or indirect spills of pollutants, e.g. sediment, refuse, sewage, cement, oils, fuels, chemicals, wastewater, bituminous products, etc. In the event of a spill, the Contractor shall take prompt action to clear polluted areas and prevent spreading of the pollutants. The Contractor shall be liable to arrange for professional service providers to clear affected areas, if required.

Any work requiring the fording of watercourses by machinery and vehicles shall be undertaken at slow speed and with clean vehicles (no leaks, etc.) and along a single track.

Drip trays shall be used for all pumps, generators, etc. in order to prevent water contamination as a result of fuel spills or leaks

4.8.1. Protection of surface water quality

The Contractor shall ensure uninterrupted flow of clean surface water past the construction works to the satisfaction of the ER and ECO. This shall be done by diverting surface water flow (coffer dams, etc.), piping the surface flow past the works, etc. No watercourse may be diverted, dammed or modified without the approval of the method statement (3.8.1) by the ER.

Should this occur, the necessary approval must be obtained from DEA and DWS in terms of the National Water Act (36 of 1998).

Contaminated water (silt-laden, cement-contaminated, etc.) pumped from the works area shall be pumped into settlement ponds and not straight back into the watercourse or wetland areas.

Water shall not be pumped from the settlement ponds into the river without the approval of the ER.

Washing of clothes and equipment, bathing and swimming in rivers, streams and dams are strictly forbidden.

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4.10. PROTECTION OF NATURAL VEGETATION

The Contractor shall be responsible for informing all employees about the need to prevent any harmful effects on natural vegetation on or around the construction site as a result of their activities.

Clearing of natural vegetation shall be kept to a minimum. The removal, damage and disturbance of natural vegetation without the written approval of the ER are prohibited.

Before vegetation clearing takes place in any construction area, search and rescue and seed collection shall be undertaken.

The use of herbicides is prohibited unless approved by the ER.

The trees located within the activity are protected by legislation and may not be cut, disturbed, damaged, destroyed and their products may not be possessed, collected, removed, transported, exported, donated, purchased or sold except under licence granted by DWS (or a delegated authority).

4.11. PROTECTION OF FAUNA

The Contractor shall ensure that no hunting, trapping, shooting, poisoning or otherwise disturbance of any fauna takes place.

The feeding of any wild animals is prohibited. The use of pesticides is prohibited unless approved by the ER. No domestic pets or livestock are permitted on site.

4.12. FIRE CONTROL

The Contractor shall take all reasonable steps to avoid increasing the risk of fire through activities on site. The Contractor shall ensure that basic fire-fighting equipment is available at all construction areas and facilities.

The Contractor shall appoint a fire officer who shall be responsible for ensuring immediate and appropriate action in the event of a fire. The Contractor shall ensure that all site personnel are aware of the procedure to be followed in the event of a fire.

MS10: The Contractor shall submit a fire control and fire emergency method statement to the ER for approval. The method statement shall detail the procedures to be followed in the event of a fire and the name of the appointed fire officer.

Any work that requires the use of fire may only take place at a designated area approved by the ER and must be supervised at all times. Fire-fighting equipment shall be available.

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4.13. BORROW PITS

No borrow pits shall be developed without a Department of Mineral Resources (DMR) approved EMP for borrow pits in terms of the Mineral and Petroleum Resources Development Act (MPRDA). Borrow pits shall at all times be operated according to the regulations promulgated in terms of the MPRDA and approved EMP.

4.14. WATER PROVISION

The Contractor shall make available safe drinking water fit for human consumption at the site offices and all other working areas.

All drinking water must be from a legal source and comply with recognised standards for potable use. The Contractor shall comply with the provisions of the National Water Act and its Regulations for taking water from rivers or streams and the use thereof.

If water is stored on site, drinking water and multi-purposed water storage facilities shall be clearly distinguished and demarcated.

4.15. PROTECTION OF HERITAGE AND CULTURAL FEATURES

If any archaeological or palaeontological artefacts or remains are uncovered during earthmoving activities, work in the vicinity of the find shall cease immediately. Contractor shall immediately notify the ER, who shall contact the South African Heritage Resources Agency (SAHRA).

The Contractor will be required to abide by the specifications as set out by SAHRA or the heritage specialist appointed to investigate the find.

The Contractor may not, without a permit issued by the relevant heritage resources authority, destroy, damage, excavate, alter, deface or otherwise disturb archaeological material.

5. NON-COMPLIANCE

5.1. PROCEDURES

The Contractor shall comply with the environmental specifications and requirements on an ongoing basis and any failure on his part to do so will entitle the ER to impose a penalty.

In the event of non-compliance the following recommended process shall be followed:

The ER shall issue a notice of non-compliance to the Contractor, stating the nature and magnitude of the contravention. A copy shall be provided to the ECO.

The Contractor shall act to correct the non-conformance within 24 hours of receipt of the notice, or within a period that may be specified within the notice.

The Contractor shall provide the ER with a written statement describing the actions to be taken to discontinue the non-conformance, the actions taken to mitigate its effects and the expected results of the actions. A copy shall be provided to the ECO.

In the case of the Contractor failing to remedy the situation within the predetermined time frame, the ER shall impose a monetary penalty based on the conditions of contract.

In the case of non-compliance giving rise to physical environmental damage or destruction, the ER shall be entitled to undertake or to cause to be undertaken such remedial works as may be required to make good such damage and to recover from the Contractor the full costs incurred in doing so.

In the event of a dispute, difference of opinion, etc. between any parties in regard to or arising out of interpretation of the conditions of the EMP, disagreement regarding the implementation or method of implementation of conditions of the EMP, etc. any party shall be entitled to require that the issue be referred to specialists for determination.

The ER shall at all times have the right to stop work and/or certain activities on site in the case of non-compliance or failure to implement remediation measures.

5.2. OFFENCES AND PENALTIES

Any avoidable non-compliance with the conditions of the EMP shall be considered sufficient ground for the imposition of a penalty.

Possible offences, which should result in the issuing of a contractual penalty, include, but are not limited to:

- Unauthorised entrance into no-go areas;
- Unauthorised damage to natural vegetation;

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- Unauthorised camp establishment (including stockpiling, storage, etc.);
- Hydrocarbons / hazardous material: negligent spills / leaks and insufficient storage;
- Ablution facilities: non-use, insufficient facilities, insufficient maintenance;
- Late method statements or failure to submit method statements;
- Insufficient solid waste management (including clean-up of litter, unauthorised dumping etc.);
- Erosion due to negligence / non-performance;
- Excessive cement / concrete spillage / contamination'
- Insufficient fire control and unauthorised fires;
- Preventable damage to water courses or pollution of waterbodies; and
- Non-induction of staff.

A list of indicative penalty fines will be provided.

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H: HEALTH AND SAFETY SPECIFICATION

C3.4.6 OCCUPATIONAL, HEALTH AND SAFETY

C3.4.6.1 GENERAL

C3.4.6.1.1 Tender Document

This document is the pre-contract Health and Safety Specification which must be used by the Principal Contractor and Sub Contractors appointed by the Principal Contractor to compile Health and Safety Plans for this project and forms part of the tender documentation.

The Principal Contractor and Sub Contractors' particular attention is drawn to Section 1.2 of this specification whereby

“Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.”

The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the tenderer is of the opinion that a requirement is missing or is not adequately specified then this shall be drawn to the Client / Client's Agent's attention during the tender period. In the absence of any direction to the contrary, the tenderer shall as part of the tender submission, set out the details of such discrepancy together with the costs associated therewith, separately identified and included within the tender figure.

C3.4.6.1.2 Principal Contractor

The successful tenderer will on signing of the contract for:

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be required to fulfill the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

C3.4.6.1.3 Start of Construction Phase

The construction phase shall not commence until the Principal Contractor's Health and Safety Plan was considered and approved by the Client / Client's Agent and Design Team. The Client / Client's Agent shall discuss and negotiate with the Principal Contractor the contents of the Health and Safety Plan submitted by the Principal Contractor before finally approving it for implementation.

The construction phase shall not commence until written permission is received from the Client / Client's Agent. In this respect the Client / Client's Agent may rely on the advice of the Design Team as to the adequacy and comprehensiveness of the Plan offered by the Principal Contractor.

In preparing their detailed Health and Safety Plan based on the relevant sections of this Health and safety Specifications supplied to them by the Client, Client's Agent, contractors must allow for the adoption of safe working procedures and co-ordinate and rationalize activities to avoid controllable hazards arising due to clashes of activities.

C3.4.6.1.4 Sub-Contractors, Suppliers & Designers

The Principal Contractor shall ensure that all direct appointments in connection with this project include provisions for the compliance of his sub-contractors, suppliers and designers, etc, with the relevant provision of the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

C3.4.6.1.5 Liaison

The Principal Contractor shall together with all his appointees, liaison with the Client / Client's Agent as required under the Regulations and agrees procedures for the transfer of relevant Information in respect of designs and in connection with the preparation of the Health and Safety File.

C3.4.6.1.6 Advice

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The tenderer shall, as part of the tender submission, indicate where advice will or may be required of the Client / Client's Agent in respect of the competence of the tenderer's designers and the adequacy of resources allocated or to be allocated by them.

C3.4.6.1.7 Undertaking by Principal Contractor and Sub-Contractors appointed by the Principal Contractor.

The Principal Contractor as well as Sub-Contractors appointed by him / her shall undertake in writing to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulation of 2003 No. R 1010 and any amendments or re-enactments thereto are complied with. The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor in Appendix 1 shall be completed and signed by the Managing Director of the company / firm awarded the tender.

C3.4.6.1.8 Client's Occupational Health and Safety Agent:

To be appointed

C3.4.6.2 INFORMATION REQUIREMENTS

The contractor must provide the following information.

C3.4.6.2.1 General

- The Principal Contractor / Sub-Contractor shall have an OHS Policy in accordance with the OHS(Occupational Health and Safety Act, Act 85 of 1993) and include a copy of the Policy in the Health and Safety Plan to be submitted by the Principal Contractor / Sub-Contractor.
- The Principal Contractor / Sub-Contractor shall promptly display a copy of the Company's OHS Policy on the OHS Notice Board for the duration of the contract and include it into information provided to persons at the contract OHS induction.
- The Principal Contractor shall develop a Contract specific OHS Management Commitment Statement based on the Company's OHS Policy.
- The Principal Contractor's Managing Director shall sign the Commitment statement and prominently display a copy on the OHS Notice Board for the duration of the contract. A copy of the Commitment Statement shall be included in information provided to persons at the Contract OHS induction and a copy shall also be supplied to each sub-contractor.

C3.4.6.2.1 Management

- Details of the personnel and management systems to be put in place to prepare, manage, implement, conduct and monitor the Health and Safety Plan for the project.

Broadly speaking your:

- Organisation's internal structure that establishes SHE (Safety, Health and Environmental) ROLES, RESPONSIBILITIES, ACCOUNTABILITIES, and REPORTING RELATIONSHIPS,
- SHE (Safety, Health and Environmental) PLANS, POLICIES, PROCEDURES, DIRECTIVES and STANDARDS that provide instructions as to how activities and functions are to be carried out,
- SHE (Safety, Health and Environmental) CONTROLS, INSPECTIONS, REVIEWS, etc. built into construction operations to ensure that performance is consistent with SHE (Safety, Health and Environmental) objectives and requirements,
- SHE (Safety, Health and Environmental) COMMUNICATION MECHANISMS for collecting, handling and reporting information.

In other words Management Systems that specifies WHO is going to do WHAT, WHERE, WHEN, Why and HOW.

- Details of relevant qualifications and experience held by the persons nominated above, including recent health and safety education and training undertaken.

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- Procedures for determining the competence of contractors engaged on the project, whether employed by the contractor directly or by others, to fulfil their duties under the Construction Regulations 2003 (No. R. 1010 Promulgated 18 July 2003).

C3.4.6.2.2 Hazard Identification, Risk Assessment and control

- The Principal Contractor / Sub-Contractor shall detail and implement procedures that will identify hazards, assess risks and determine suitable control measures as they arise throughout term of the contract. These procedures shall both comply with and be implemented and managed in accordance with the specification.
- The Principal Contractor / Sub-Contractor shall detail and implement procedures that ensure control measures are evaluated for effectiveness and modified as necessary. The evaluation procedure shall detail the responsibilities, timelines and records that will be kept as part of the process.
- Where Risk is controlled through administrative control measures, the Principal Contractor / Sub-Contractor shall ensure that the administrative measures are:
 - a) Clearly documented and those personnel responsible for implementation and management are explicitly defined;
 - b) Understood by all relevant personnel through training and assessment;
 - c) Implemented as documented and promptly reviewed for effectiveness following initial implementation;
 - d) Amended and authorised as required;
 - e) Adequately supervised, managed and audited to ensure continuing compliance;
 - f) Available at all times wherever the measures are being implemented.
- Any piece of plant or equipment not complying with the specification shall cease operation until the Principal Contractor / Sub-Contractor can demonstrate to the satisfaction of the Client / Client's Agent that the piece of non-conforming plant or equipment conforms to these requirements.

C3.4.6.2.3 Health and Safety Plan

The Principal Contractor / Sub-Contractor shall develop a Health & Safety Plan to reflect variations in design or changes in site conditions and liaise with the Client / Client's Agent.

The Principal Contractor shall develop this Health and Safety Plan so that it:

- a) Incorporates the contractor's approach to managing the construction work to ensure the health and safety of all persons carrying out the construction work and all persons who may be affected by their work.
- b) Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2003 and any other relevant legislation (i.e. the OHS Act and Regulations, etc).
- c) Includes the arrangements for ensuring that, where appropriate or specifically requested, all Contractors / Sub-Contractors prepare suitable and sufficient method statements for their construction works which incorporate adequate measures for ensuring the health and safety of all persons who may be affected by these works.
- d) Incorporates the common arrangements for site safety, statutory notices and registers etc.
- e) Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.
- f) Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- g) Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.

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- h) Includes the steps to be taken to ensure that only authorised persons are allowed into any premises or parts of the site / premises where construction work is being carried out.
- i) Includes arrangements for emergency procedures.
- j) Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other persons under their control, arising out of the construction works, including the emergency procedures
- k) Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.
- l) Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.
- m) Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including conforming with the statutory requirements.
- n) Can be modified as the work proceeds to take account of any information received from Contractors / Sub-Contractors, any experience gained during the course of the project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

C3.4.6.2.4 Programme

A time estimate required by the contractor to implement the Health & Safety Plan sufficiently for works to commence on site.

C3.4.6.2.5 Cost

A detailed breakdown of costs allowed in the contractor's tender for preparing, managing, implementing and monitoring the Health and Safety Plan, and for complying with the requirements imposed on the Principal Contractors under the Construction Regulations of 2003(No. R. 1010 Promulgated 18 July 2003).

C3.4.6.3 GENERAL SITE SAFETY

C3.4.6.3.1 Safety training & education

The Principal Contractor shall detail the OHS competencies and training received by its contract management personnel.

The Principal Contractor's Health and Safety Plan shall have a detailed register of the skills and competencies for all personnel for the activities that the personnel will undertake under the contract. (E.g. Mobile plant operators, crane operators etc.)

The Principal Contractor shall demonstrate and maintain documentary evidence of competencies on site for the duration of the contract.

C3.4.6.3.1.1 Induction Training

The Principal Contractor / Sub-Contractor shall develop and detail a Site Induction Training Programme as part of the Occupational Health and Safety Plan to be submitted to the Client / Client's Agent prior to commencement of construction that includes as a minimum:

- a) Training related to hazards likely to be encountered on Site and control measures that have been developed in response to these hazards;
- b) Roles and Responsibilities;

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- c) The requirements of the Health and Safety Plan submitted and approved
- d) Address the identified issues in the Fire Safety, Emergency, Evacuation and Rescue Plan to ensure that all Site personnel are aware of procedures in the event of an incident or emergency occurring;

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

C3.4.6.3.1.2 Induction training for specified work

The Principal Contractor / Sub-Contractor shall conduct Site Specific Occupational Health and Safety Induction Training for all personnel, the Client / Client's Agent and all visitors not escorted on Site by inducted persons.

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the Site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

C3.4.6.3.2 Recording & reporting of injuries

Make arrangements for all contractors to report accidents, ill health and dangerous occurrences notifiable to the Department of Labour under Section 24 of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993) (Reporting to DOL (Department of Labour) Inspector regarding certain incidents).

All lost time incidents associated with the contract works or reportable as defined by Section 24 of the OHS Act shall be immediately reported to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall provide a detailed report of all accidents / incidents, including events that could have become lost time incidents were it not for fortuitous circumstances to the Client / Client's Agent within 5 days of the incident occurring. The Principal Contractor / Sub-Contractor shall provide copies of all reports and information associated with the incidents to the Client / Client's Agent. Copies of reports must be placed on the Health and Safety File.

Where the Principal Contractor / Sub-Contractor has been:

- Served with a prohibition, contravention or improvement notice under the OHS Act; or
- Required to comply with any order issued by an inspector for the Department of Labour;

The Principal Contractor / Sub-Contractor shall immediately supply a copy of that notice, order or notification to the Client / Client's Agent.

Where the Principal Contractor / Sub-Contractor have been served with a summons or is convicted of any offence in relation to occupational health and safety, the Principal Contractor / Sub Contractor shall immediately supply a copy of that summons to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall detail the reporting and investigation procedures for incident investigation. The procedures shall include the investigating officer responsible and the time limits imposed for reporting and investigating the incident and to implement corrective action in a timely manner so as to prevent a recurrence.

The client / Client's Agent may participate in or undertake an investigation into the incident, injury or illness at its discretion and the Principal Contractor / Sub-Contractor shall cooperate with and provide assistance to the investigation organised and undertaken by the Client / Client's Agent.

C3.4.6.3.3 First Aid

Establish and implement a first-aid programme to provide emergency treatment to victims of accidents, chemical substances or excessive exposure to toxic substances.

The programme shall include:

- proper first aid facilities administered by qualified personnel,
- first-aid boxes,

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- first-aid room, where there are 500 or more workers on site,
- training and re-training of first-aiders,
- first-aid treatment procedures,
- standard procedures,
- special procedures, e.g. for poisoning,
- maintenance of first-aid facilities

All first-aid provisions shall comply with the OHS Act (Act 85 of 1993)

C3.4.6.3.5 Fire protection and prevention

- Appropriate measures must be taken to avoid the risk of fire.
- Sufficient and suitable storage must be provided for flammable liquids, solids and gases.
- Smoking must be prohibited and notices in this regard must be prominently displayed in all places containing readily combustible or flammable materials;
- Combustible materials must not accumulate on the construction site.
- Welding, flame cutting and other hot work may only be done after the appropriate precautions have been taken to reduce the risk of fire.
- Suitable and sufficient fire-extinguishing equipment must be placed at strategic locations and such equipment must be maintained in good working order
- A sufficient number of workers must be trained in the use of fire-extinguishing equipment.

C3.4.6.3.5 Site Emergency Procedures

The Principal Contractor / Sub-Contractor shall establish an Emergency Evacuation and Rescue plan.

The plan shall include the following detail:

- The role and responsibility of every individual in the work area on fire safety emergency evacuation and rescue;
- General work area precautions, fire prevention, detection, protection and warning alarm systems;
- Fire fighting and rescue equipment including types of fire extinguishers;
- Fire safety measures for Site accommodation;
- Escape and communication;
- Fire brigade access, facilities and coordination;
- Fire drills and training including the use of fire fighting equipment;
- Material storage including flammable liquids, gasses and waste;

The Principal Contractor / Sub-Contractor shall ensure that all procedures, precautionary measures and safety standards stipulated in the Plan are communicated, implemented and complied with by all workers including other interfacing contractors on Site.

The Principal Contractor / Sub-Contractor shall practise their emergency preparedness within six (6) weeks of the commencement of work and at least four (4) monthly intervals thereafter.

The Principal Contractor / Sub-Contractor shall review and ensure the adequacy of the Plan as the work progress.

The Principal Contractor / Sub-Contractor shall conduct monthly checks on fire fighting equipment and test alarms and detection devices installed on Site and document findings in a register which shall be on site at all times for inspection.

The Principal Contractor / Sub-Contractor shall conduct weekly inspections of escape routes, fire brigade access, fire fighting facilities and working areas to ensure that the requirements stipulated in the Fire Safety, Emergency, Evacuation and Rescue Plan are complied with. All inspection records shall be documented in registers and kept in the Health and Safety file for inspection at any time.

C3.4.6.3.6 Housekeeping

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Suitable housekeeping must continuously be implemented on the construction site, including:

- proper storage of materials and equipment
- removal of scrap, waste and debris at appropriate intervals;

Loose materials shall not be placed or allowed to accumulate on the site so as to obstruct access and egress from workplaces and passageways.

C3.4.6.3.7 Stacking & Storage

- Adequate storage areas are must be provided.
- Storage areas must be kept neat and under control.

C3.4.6.3.8 Illumination

Provide adequate artificial lighting when work is carried out after dark or inside buildings.

C3.4.6.3.9 Sanitation / Hygiene

Provision of site hygiene facilities:

- One sanitary facility for every 30 workers.
- Adequate washing facilities.
- One shower facility for every 15 workers;

Drying sheds, huts, rooms or other accommodation for sheltering during bad weather, storing clothes and taking meals. Facilities should include tables and chairs, suitable means for boiling water and a supply of wholesome drinking water.

The contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

C3.4.6.3.10 Personal Protective Equipment

The Principal Contractor / Sub-Contractor shall provide and maintain suitable PPE (Personal Protective Equipment) for all employees employed on the Site.

The Principal Contractor / Sub-Contractor shall ensure that such PPE comply with the requirements of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993).

The Principal Contractor / Sub-Contractor shall also ensure that all equipment is properly used by his / her employees during the course of their work.

The Principal Contractor / Sub-Contractor shall record all issues of all equipment to his / her employees in documented registers and such registers shall be kept in the Health and Safety File on site and made available for inspection at all times.

The Principal Contractor / Sub-Contractor shall provide the Client / Client's Agent with a colour code by which employees will be identified with regard to occupations, responsibilities, accountabilities, reporting relationships and access to different locations on site. (e.g. hard hats, overalls).

PPE shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards.

All personal protective equipment shall be of safe design and construction for the work to be performed.

C3.4.6.3.11 Permit to work requirements

Institute a "hot work" permit system in respect of:

- metalwork flame cutting,

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- site welding,

C3.4.6.3.12 Lock-out

Institute a "Lock-out" procedure in respect of controlling energy so as to prevent unexpected operation or activation of machinery or equipment. This procedure must include a written policy, specific procedures, rules and supervisory follow-up, covering the positive locking of switches and valves to ensure that alterations, maintenance, set-up and or other work can be performed safely.

C3.4.6.3.13 Monthly Health and Safety Audits

The Principal Contractor shall carry out monthly Health and Safety Audits on the measures contained within his / her Health and Safety Plan submitted to the Client / Client's Agent as well as Health and Safety Plans submitted by Sub-Contractors appointed by the Principal Contractor to demonstrate that the required level of health and safety are being achieved and maintained and compile a full report to the Client / Client's Agent on such audit.

The Client / Client's Agent will audit the Principal Contractor as well as his / her Sub-contractor's Health and Safety Plans from time to time and will advise the Principal Contractor of any matter with which he / she is not satisfied and the Principal Contractor shall take such steps as are necessary to satisfy the Client / Client's Agent.

The Client / Client's Agent will carry out such audits as he / she considers necessary but not less than monthly.

The Principal Contractor shall make available, specialist personnel as the Client / Client's Agent may consider necessary for the performance of such audits.

The Principal Contractor shall develop and maintain an Audit Schedule that details the audits planned to be undertaken by the Principal Contractor of the work under the contract, including sub-contractors, for the duration of the contract. The Audit Schedule shall form part of the Health and Safety Plan that needs to be submitted by the Principal Contractor.

Audit reports shall detail the scope of the audit, the audit questions and the audit findings.

The Client / Client's Agent shall be promptly provided with copies of all audit reports together with other documentation to show that all matters raised have been appropriately addressed.

Unless otherwise directed by the Client / Client's Agent the Principal Contractor / Sub-Contractor shall undertake its initial OHS Audit within 4 weeks of commencement of work. The Principal Contractor / Sub-Contractor shall undertake subsequent OHS Audits at a frequency not less than once every 3 months.

All Principal Contractor's OHS Audits shall include an assessment of Sub-Contractor compliance with the approved OHS Plan.

C3.4.6.3.14 Management Review

The Principal Contractor shall undertake an independent review of the Health and Safety Plan for the contract in accordance with the requirements of the OHS Act, relevant Regulations and in particular the Construction Regulations 2003.

A review shall be undertaken 3 months after commencement of the contract and every 6 months thereafter for the duration of the contract.

Following the completion of the review, the Principal Contractor shall submit a written report that details the suitability, adequacy and effectiveness of the OHS Plan and to certify that the Site procedures, practices and operations are in accordance with the contract.

C3.4.6.3.15 Provision of Information

- Provide Sub-Contractors appointed by him / her with the relevant sections of the Health and Safety specifications pertaining to the construction work which has to be performed.

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- Where changes are brought to the design and construction, provide sufficient information and appropriate resources to the Sub-Contractor to execute the work safely.
 - Discuss and negotiate with Sub-Contractors the contents of the Health and Safety Plan / Plans submitted by them and finally approve such plans for implementation.
 - Ensure that copies of Health and Safety plans compiled by the Principal Contractor and his / her Sub-Contractors are available on request to an employee, DOL Inspector, contractor, Client / Client's Agent.
 - The Principal Contractor / Sub-Contractor shall detail procedures that will ensure that personnel are suitably consulted and communicated with during the planning and application of work activities associated with the contract.
 - The Principal Contractor / Sub-Contractor shall detail the procedures for the identification, assessment and control of hazards associated with the day-to-day work activities. These procedures shall include requirements for consultation with personnel involved in the work activity.
 - The Principal Contractor / Sub-Contractor shall have procedures for ensuring that OHS information is communicated to and from its personnel. The Principal Contractor / Sub-Contractor shall hold OHS meetings with all personnel or their representatives at the site on a weekly basis.
 - Minutes shall be recorded for all OHS meetings and posted on OHS notice boards within 48 hours of the meeting.
 - The Principal Contractor / Sub-Contractor shall maintain at the Site an OHS Notice Board located in a prominent position and accessible to all personnel, for the distribution of OHS information.
 - The Principal Contractor / Sub-Contractor shall as a minimum, establish and implement procedures for reporting relevant and timely information with regard to OHS Performance and incidents.
 - The Principal Contractor / Sub-Contractor shall establish, implement and maintain a controlled copy of all Contract OHS documentation on Site.
 - Where the Principal Contractor / Sub-Contractor's Health and Safety Plan references other documentation including the contract, the Principal Contractor / Sub-Contractor shall ensure that section and clause numbers are clearly denoted in its Health and Safety Plan. All documentation referenced in the Health and Safety Plan shall be available on Site for the duration of the contract.
 - Ensure that Health and Safety Files kept by Sub-Contractors appointed by the Principal Contractor is kept on site and made available to an inspector, Client / Client's Agent.
 - Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

C3.4.6.3.16 Stop the execution of Construction Work

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Stop any construction / construction related work conducted by any person on the construction site, which is not in accordance with the Principal Contractor's health and safety plan and or the health and safety plans of Sub-Contractors which poses a threat to the health and or safety of persons.

C3.4.6.3.17 Handing over of Project Health and Safety file

- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile and hand over a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

C3.4.6.3.18 Records and Records Management

- The control of records shall be in accordance with the Principal Contractor's / Sub-Contractor's approved Health and Safety Plan for the contract.
- Records shall be registered, ordered and retained on Site in the Health and Safety File for the duration of the contract.

C3.4.6.4 **CHEMICAL HAZARDS**

The following construction materials and substances to be used in the works have been identified as potentially posing special health and/or safety hazards during the project:

C3.4.6.4.1 Substances

- Asphalt
- Bitumen
- RTH Tar prime
- Synthetic Polymer (Polyester / Polypropylene / Polyethylene)
- Stabilising agents
- Anionic stable grade emulsion
- Rubber
- Bitumen Rubber mix
- Hydrophilic aggregates
- Cationic emulsion
- Proprietary chemical additive
- Styrene
- Butadiene rubber (SBR latex)
- Cleaning agent
- Paint
- Oxygen
- Acetylene
- Diesel
- Petrol
- Weed killer

C3.4.6.4.2 Material

- Cement
- Lime
- Mud rock
- Shale
- Clay
- Synthetic fibre filter fabric
- Geo-textile (synthetic polymer)
- Crushed aggregate
- Weathered dolerite gravel
- Fine slurry
- Crusher dust
- Paving blocks

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Adhesives / solvents which may make personnel ill by breathing in vapors, irritation if in contact with skin and eyes and can be highly flammable.

Cement - can cause ill health by:

- a) Skin contact, cement burns and dermatitis.
- b) Eye contact, irritation and inflammation.
- c) Inhalation of dust, irritation to nose and throat and causes difficulty with breathing.

Oil based paint can cause illness by breathing in vapors.

Silicone sealant with fungicide can cause skin irritation.

Timber preservative / flame retardant which can cause irritation to the skin, eyes, nose and throat and harmful if ingested.

Paving slabs which may contain silica can, when cut, create dust which may affect the lungs.

Chemical cleaners can cause ill health mainly by:

- a) Skin contact, acids and alkalis are highly corrosive and destructive to body tissue causing burns.
- b) Inhaling fumes or mist, concentrated solutions of acids and alkalis emit toxic and corrosive fumes.

All materials contained within aerosol containers which are pressurised. Contractors are required to take appropriate measures to manage the risks arising and to provide details of their proposed measures within their tenders and to incorporate adequate method statements within the Health and Safety Plan.

This is not a definitive list of all potential harmful products. Other materials and substances commonly used during construction may also present health or safety hazards, however, it is deemed that these should be familiar to the average competent Contractor as part of routine risk and OHS (Occupational Health, Safety and Hygiene) assessments and are therefore not included here.

Adopt all precautionary measures provided by manufacturers for storage, use and application of specified materials.

Data sheets for these, and any other materials that will be used for the works, are to be obtained by the contractor from the manufacturers.

C3.4.6.5 SAFETY HAZARDS

C3.4.6.5.1 Tools

C3.4.6.5.1.1 Hand tools

- Employers shall not issue or permit the use of unsafe hand tools.
- Wrenches, including adjustable, pipe, end, and socket wrenches shall not be used when jaws are sprung to the point that slippage occurs.
- Impact tools, such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

C3.4.6.5.2 Portable electrical Tools

No person shall use a portable electric tool with an operating voltage which exceeds 50 to earth unless –

- it is connected to a source of electrical energy incorporating an earth leakage protection device which meets the requirements of section 36 of the OHS Act or,
- it is connected to a source of high frequency electrical energy
- derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or
- it is clearly marked that it is constructed with double or reinforced insulation.

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Portable electric tools, together with its flexible cord and plug shall be maintained in a serviceable condition.

C3.4.6.6 EXCAVATIONS

- The contractor shall ensure that all [excavation work](#) is carried out under the supervision of a [competent person](#) who has been appointed in writing.
- The [contractor](#) shall evaluate the stability of the ground before excavation work begins.
- The Contractor shall take suitable and sufficient steps in order to prevent any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- The contractor shall not permit any person to work in an excavation which has not been adequately shored or braced.
- Shoring and bracing may not be necessary where-
 - the sides of the excavation are sloped to at least the maximum [angle of repose](#) measured relative to the horizontal plane; or
 - such an excavation is in stable material:
 - Provided that-
 - permission being given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a [professional technologist](#) competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person and a professional engineer or technologist, as the case may be;
- Take steps to ensure that the shoring or bracing is designed and constructed in such manner rendering it strong enough to support the sides of the excavation in question;
- Ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- Cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where worker within the excavation is working;
- Cause every excavation, including all bracing and [shoring](#), to be inspected-
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground; after substantial damage to supports; and
 - (iv) after rain,

by a [competent person](#) in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, [client](#), [client's agent](#), contractor or employee upon request;

- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-
 - adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor
 - Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

C3.5.7 FORMWORK & SUPPORT WORK

The [contractor](#) shall ensure that-

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- all formwork and support work operations are carried out under the supervision of a [competent person](#) who has been appointed in writing for that purpose;
- all formwork and support work structures, are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- The designs of formwork and support work structures are done with close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted.
- All drawing pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee.
- All equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used.
- All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site.
- If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately.
- Adequate precautionary measures are taken in order to-
 - Secure any deck panels against displacement, and
 - Prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents.
- The health of any person is not affected through the use of solvents or oils or any other similar substances.
- Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight but also any imposed loads and not removed until authorisation has been given by a competent person.
- Provision is made for safe access by means of secure ladders or staircases for all work to be carried out above the foundation bearing level.
- All employees required to erect, ,move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely
- The foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads, such that the formwork and support work structure are stable.

C3.4.6.8 CONSTRUCTION VEHICLES

The [contractor](#) shall ensure that all [construction vehicles](#) and [mobile plants](#)-

- are of an acceptable [design](#) and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by workers who-
 - i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a [medical certificate of fitness](#);
 - have safe and suitable means of access;
 - are properly organised and controlled by providing adequate signaling or other control arrangements to guard against the dangers. relating to the movement of vehicles and plant, in order to ensure their continued safe operation;

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- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- where appropriate, are fitted with [structures](#) designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an electrically operated acoustic signaling device and a reversing alarm;
- are on a daily basis inspected prior to use, by a [competent person](#) who has been appointed in writing and the findings of such inspection is recorded in a register.

The contractor shall furthermore ensure that-

- no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organised in such a way that pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary indicated by suitable signs.
- all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- bulldozers, scrapers, loaders, and other similar [mobile plant](#) are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

C3.4.6.9 ELECTRICAL INSTALLATIONS

- Before construction commences and during the progress thereof, adequate steps must be taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus.
- All parts of electrical installations and machinery must be of adequate strength to withstand the working conditions on construction sites;
- In working areas where the exact location of underground electric power lines unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, must be provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- All temporary electrical installations must be inspected at least once a week and electrical machinery on a daily basis before use on a construction site by [competent persons](#) and the records of these inspections must be recorded in a register to be kept on site.
- The control of all temporary electrical installations on the construction site must be designated to a competent person who has been appointed in writing.

C3.4.6.10 USE & STORAGE OF FLAMMABLE LIQUIDS

- Where flammable liquids are being used, applied or stored it must be done in such a manner that would cause no fire or explosion hazard, and that the workplace is effectively ventilated:

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Provided that where the workplace cannot effectively be ventilated-

- i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
- ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
 - No person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
 - Flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
 - An adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
 - Only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
 - All containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
 - Where flammable liquids are decanted, the metal containers are bonded or earthed;
 - No flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

C3.4.6.11 DISPOSAL OF MATERIALS

See – Environmental Management Plan – Tender Document

C3.4.6.12 WELDING & CUTTING

No contractor shall require or permit welding or flame cutting operations to be undertaken, unless –

- the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards which may arise from its use;
- effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;
- leads and electrode holders are effectively insulated; and
- the workplace is effectively partitioned off and where not practicable all other persons exposed to the hazards are warned and provided with suitable protective equipment.

No contractor shall require or permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless –

- the insulation of the electrical leads is in a sound condition;
- the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;
- the welder is completely insulated by means of boots, gloves or rubber mats; and
- at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations

No contractor shall require or permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container –

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- is completely closed, unless a rise in internal pressure cannot render it dangerous; or
- contains any substance which, under the action of heat, may –
 - i) ignite or explode; or
 - ii) react to form dangerous or poisonous substances,

Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.

C3.4.6.13 BLASTING & USE OF EXPLOSIVES

C3.4.6.13.1 Safety distances

The contractor shall –

- apply the safety distances for the respective categories of explosives as stipulated in Annexure 1 of the Explosives regulations;
- where less than five kilograms of explosives is used, apply to the chief inspector of occupational health and safety for a determination of a safety distance which the employer shall enforce;

C3.4.6.13.2 Supervision of explosives

In order to ensure that the provisions of the Act and its regulations in relation to explosives workplaces are complied with, the contractor shall in writing appoint a competent and certified person in a full-time capacity to be explosives manager in respect of every workplace where explosives are being used, tested, stored or manufactured:

The contractor shall appoint one or more persons, who are suitably qualified and experienced, as authorized supervisors to assist the explosives manager.

The contractor shall ensure that –

- the explosives manager
 - i) approves in writing the rules, methods, materials, equipment and tools to be used in the danger area;
 - ii) ensures that all persons under his or her control are informed of the hazards related to their tasks and are thoroughly trained in safe work procedures, in particular with respect to shock, friction risk of fire, or static electricity, and are familiar with the requirements of the Explosives regulations
 - iii) prescribes all protective clothing and equipment to be used in the danger area
 - iv) ensures that the processes and equipment specified in schedule licences are safe and appropriate for the manufacturing processes envisaged for the workplace.
 - the supervising official
 - i) is at all times in a position to exercise control over the operations
 - ii) reports without delay to the explosives manager any plant or equipment under his or her control that has or may have posed a risk:
 - iii) ensures that all rules implemented in the interest of health and safety are at all times complied with;
 - iv) stops all work involving explosives if he or she becomes aware of any risk posed to the health and safety of persons.

C3.4.6.13.3 Safe handling of explosives

The contractor shall ensure that –

- all explosives or ingredients thereof are at all times free of foreign material;
- all reasonable precautions are taken to prevent the spillage of explosives;

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- cleaning procedures in the case of a spillage of explosives are prescribed in writing by the explosives manager: Provided that where no cleaning procedures have been prescribed any unusual spillage of explosives shall be reported immediately to the supervising official:
- all waste, paper, timber, rags, cotton and similar materials that have been in contact with explosives or an ingredient of an explosive are disposed of in a manner prescribed in writing by the [explosives manager](#): Provided that at the end of the working day all waste and floor sweepings from danger areas shall be deposited in the designated places;
- the explosives or partly mixed explosives are conveyed as soon and as carefully as possible and taking such precautions and in such a manner as will effectively guard against any accidental ignition or explosion
- only containers provided for the conveyance of explosives are used for transporting explosives or partly mixed explosives and that such containers are at all times kept clean, free from grit and in a good state of repair:
- vehicles containing explosives are left unattended only in designated places

The contractor shall ensure that –

- all material, equipment, tools or similar articles used in a [danger area](#) are decontaminated after such use, and that no person makes use of any such article that has not been decontaminated after use in a contaminated area;
- the certification of the decontamination process is certified and approved by the explosives manager or a person authorized by the explosives manager.

Unless permission has been granted by the chief inspector of occupational health and safety, no contractor shall use –

- explosives in workplaces other than explosives workplaces approved by the chief inspector of occupational health and safety;
- any explosives for which no provision is made in Explosives regulations.

No contractor shall allow unauthorized access to such explosives or bury, dump, hide or abandon any explosives.

No contractor shall use any explosive material for blasting purposes unless

- he or she is in possession of a written permission issued by or under the authority of the chief inspector of occupational health and safety;
- he or she is undergoing training while using such blasting material under the immediate and constant supervision of a person who is in possession of permission

C3.4.6.13.5 Dangerous areas

The contractor shall ensure that entry and exit from [danger area](#) is only permitted

- at the permanent authorized point of entry or exit: Provided that entry or exit at any other point may be authorized by the [explosives manager](#) or a person authorized by him if the authorized gatekeeper has been informed thereof;
- for persons and vehicles authorized thereto by the explosives manager or a person authorized by him:
- to visitors under escort by an authorized person who is aware of the hazards attached to the danger area.

The contractor shall keep a register of the entries and exits and that register shall be available on the premises for inspection by an inspector.

No person shall –

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- enter the danger area with –
 - i) tobacco;
 - ii) matches, cigarette lighters or other devices capable of generating heat or spark sources;
 - iii) intoxicating liquor or narcotics;
 - iv) food, medicine or drinkable fluids: Provided that authorization to enter with such articles may be granted by the explosives manager for purposes of consumption in licensed mess rooms and smoking areas: Provided further that special rules for the control of such consumption and smoking, approved by the chief inspector of occupational health and safety shall be made in writing and shall be enforced by the employer, self-employed person or user; or
 - v) radio transmitters or cellular telephones; or

The contractor shall ensure that hazard warning signs are clearly displayed at the entrance to any danger area.

C3.4.6.14 VESSELS UNDER PRESSURE

C3.4.6.14.1 Manufacturer's data plate

Every user of a boiler or pressure vessel shall cause a manufacturer's plate with the following minimum particulars to be securely fixed in a conspicuous place to the shell of every such a boiler or pressure vessel:

- a. Name of manufacturer;
- b. country or origin;
- c. year of manufacture;
- d. manufacturer's serial number;
- e. name, number and date of the standard of design;
- f. design gauge pressure in Pascals; (design pressure)
- g. maximum permissible operating pressure in Pascals;
- h. operating temperature;
 - i. capacity in cubic meters; and
- i. mark of an approved inspection authority.

No person shall remove such a manufacturer's plate or willfully damage or alter the particulars stamped thereon.

C3.4.6.14.2 Portable Gas Containers

No user shall use or require or permit a portable gas container to be used, and no user shall fill, place in service, handle, modify, repair, inspect or test any portable gas container, other than in compliance with standards incorporated into the Vessels under Pressure regulations.

C3.4.6.14.3 Hand held Fire extinguishers

No user shall use, require or permit the use of a hand held fire extinguisher unless designed, constructed, filled, recharged, reconditioned, modified, repaired, inspected or tested in accordance with a safety standard incorporated into the Vessels under Pressure regulations.

No person shall fill, recharge, recondition, modify, repair, inspect or test any hand held fire extinguisher unless a holder of a permit issued by the South African Bureau of Standards in terms of SABS 1475.

C3.4.6.14.4 Gas Fuel use, equipment and systems

No person shall handle, store or distribute a gas fuel in any manner, including the filling of a container, other than in accordance with a health and safety standards.

C3.4.6.14.5 Inspection and test

Any user of a boiler or pressure vessel shall cause, where reasonably practicable, such a boiler or pressure vessel, including the appurtenances and automatic controls and indicators, to be subjected to an internal and external inspection, and a hydraulic pressure test to 1.25 times the maximum permissible safe operating pressure as the case may be –

- by an approved inspection authority before commissioning after installation, re-erection or repairs;

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- by a person appointed in writing by the user and who is competent to do such inspections and tests by virtue of their training, knowledge and experience in the operation, maintenance, inspection and testing of a boiler or pressure vessel within 36 months from the date of the previous internal and external inspection and hydraulic pressure test: Provided that where a pressure vessel is not subjected to corrosion, the user may dispense with the internal inspection and hydraulic pressure test subject to the written approval of an approved inspection authority:

Provided further that an inspector may require a specific boiler or pressure vessel to be inspected or tested more frequently or permit a specific boiler or pressure vessel to be inspected or tested less frequently:

C3.4.6.14.6 Recordkeeping

Any user of a vessel under pressure shall keep on his premises a record which shall be open for inspection by an inspector in which the results of inspections, tests, modifications and repairs shall be recorded, dated and signed by the competent person.

C3.4.6.14.7 Maintenance

No user shall use, cause or permit a vessel under pressure or gas fuel system, including all automatic controls, indicators and appurtenances, to be used unless it is at all times maintained in a safe working condition and the efficiency thereof is proved by regular testing.

No user shall use or cause or permit a vessel under pressure to be used unless it is kept clean and free from any:

- carbonized oil or other inflammable material which may ignite under working conditions;
- material which may cause corrosion; or
- material which is liable to chemical reaction which may cause an uncontrolled rise in pressure.

C3.4.6.15 PHYSICAL HAZARDS

C3.4.6.15.1 Ergonomics

- Ensure that assigned tasks do not exceed the limits of the performance capacities of the worker.
- Prevent injury or any detrimental effects to the health of the worker
- Provide that tasks and working conditions will not lead to impairments.

C3.4.6.15.2 Noise

No contractor shall require or permit an employee to work in an environment in which he is exposed to an equivalent noise level equal to 85 dB(A) or higher. The contractor shall reduce the equivalent noise level to below 85 dB(A) or, where this is not reasonably practicable, he shall reduce the level to as low as is reasonably practicable and take all reasonable steps to isolate the source of the noise acoustically. Where the equivalent noise level in any workplace cannot be reduced to below 85 dB(A) the contractor shall –

- prohibit any person from entering a noise zone unless such person wears hearing protectors.

The contractor shall provide, free of charge, hearing protectors to each employee who works in or, to any person who is required or permitted to enter a noise zone, and no contractor shall require or permit any person to work in or enter such noise zone, and no person shall work in or enter such noise zone, unless he wears such hearing protectors in the correct manner: Provided that where the equivalent noise level to which employees are exposed, is such that the attenuation of the hearing protectors does not reduce the said noise to below 85 dB(A) the employer concerned shall limit the time during which employees work in that noise zone in such a way that they are not exposed to an equivalent noise level equal to 85 dB(A) or higher.

The contractor shall properly instruct any person who is required to wear hearing protectors in the use of such protectors and inform him of noise zones where the wearing thereof is compulsory.

The contractor shall –

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- ensure that every employee employed in a noise zone is subjected to audiometric examinations conducted in accordance with section 7 of SABS 083, by an audiometrist approved by the chief inspector;
- keep records of the results of each audiometric examination and make such records available for inspection by an inspector if he so requires; and
- keep such records for a minimum period of 30 years after termination of employment: Provided that if the employer ceases activities all such records shall be forwarded to the regional director.

C3.4.6.15.3 Vibration

Whole-body vibration occurs when the body is supported on a surface which is vibrating (e.g., when sitting on a seat which vibrates, standing on a vibrating floor or recumbent on a vibrating surface). Whole-body vibration occurs in all forms of transport and when working near some industrial machinery.

Hand-transmitted vibration is the vibration that enters the body through the hands. It is caused by various processes where vibrating tools or work pieces are grasped or pushed by the hands or fingers. Exposure to hand-transmitted vibration can lead to the development of several disorders.

C3.4.6.16 SITE WIDE ELEMENTS

C3.4.6.16.1 Site Access and Egress

- Access to the site will involve crossing the public footpath.
- Store materials and plant away from means of access for the general public and occupants.
- Remove rubbish and demolition materials regularly. Do not allow to accumulate on flat roofs.
- Maintain free access through designated means of escape at all times
- Agree with the Client / Client's Agent delivery points for materials before commencing works.

C3.4.6.16.2 Visitors to the site

- All visitors to report to the Principal Contractor's reception area for OHS Induction training.
- All visitors to sign the visitor's registration document.
- All visitors to be provided with a Visitors Permit to enable them to access the construction site.
- All un-inducted visitors must be accompanied on the construction site by an inducted person.
- No visitors shall be allowed to access the construction site without wearing the necessary PPE.

C3.4.6.16.3 Deliveries

Access will involve crossing the public footpath.

C3.4.6.16.4 Emergencies

Ensure that there are adequate escape routes and that they are kept clear at all times.

C3.4.6.16.5 Location of Temporary Site Accommodation

See Site Lay-out Plan.

C3.4.6.16.6 Location of Materials unloading and storage

Materials are to be unloaded and stored in locations which will not in any way affect access or egress to the site nor the works.

C3.4.6.16.7 Traffic and Pedestrian Routes

The road, public footpaths and access way are to be kept open at all times. All necessary signage and barriers are to be put in place to protect pedestrians at the site entrance and access and egress points.

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C3.4.6.16.8 Environment

See Environmental Management Plan

C3.4.6.16.9 Safety

- Ensure that all employees are aware of the Health and Safety policy and put into place arrangements to ensure that all visitors and workers new to the site are aware of the site safety provisions.
- Locate underground electricity cables, mark and take precautions to avoid.
- Ensure that cartridge operated tools are operated by trained personnel and in accordance with the maker's instructions that the gun is cleaned regularly and kept in a secure place when not in use.
- Protect people who may be exposed to health risks arising from hazardous substances.

C3.4.6.17 CONTINUING LIAISON

The procedures for consideration and evaluation of the health and safety implications of Contractor designed elements of the works must follow the recognised principles of prevention and protection and take account of the issues highlighted in this OHS Specification.

The following information is to be submitted by the Contractor to the Client / Client's Agent in sufficient time to allow adequate consideration by the Client / Client's Agent and, where appropriate, the design team, and the provision of relevant information to those persons affected by the works, prior to the commencement of the relevant works:

- Suitable and sufficient information to demonstrate that health or safety issues have been adequately considered.
- Risk assessments.
- A list of health and/or safety hazards identified which cannot be designed out.
- A list of any materials or substances which are specified or inherent in the design which is potentially hazardous to health and/or safety.

C3.4.6.17.1 Unforeseen Eventualities

The following action is to be taken in the event of unforeseen eventualities arising during the construction stage of the project which require significant design changes, or affect the resources required to carry out the work without risk to health and/or safety, or have other health or safety implications.

The Client / Client's Agent and, where possible, the Principal Contractor are to be advised as soon as possible.

Full details of the relevant health and safety issues involved are to be reviewed with the Client / Client's Agent and Principal Contractor as soon as possible.

Full details of any revised designs, risk assessments and identified hazards and/or hazardous materials and substances are to be issued to the Client / Client's Agent and Principal Contractor in sufficient time to allow for the revision of the Health and Safety Plan and notification of all persons affected by the health and/or safety implications of the changes prior to the commencement of the affected works.

C3.4.6.17.2 Site Liaison

Liaise with all other contractors and implement any agreed changes to the Health and Safety Plan arising from such liaison. Set up regular training for all operatives including induction training for all staff upon arrival to site.

C3.4.6.17.3 Health and Safety File

Provide the Planning Supervisor with any relevant information which the contractor believes should be incorporated into the Health and Safety File.

C3.4.6.17.4 Design Development

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Provide the Client / Client's Agent with all design information prepared by sub-Contractors.

Arrange liaison meetings with sub-contractors to discuss and review health and safety issues arising from the sub-contractors' designs.

C3.4.6.18 CONCLUSION

The hazards listed above were identified posing potential threats to the health and or safety of persons that will work on the contract. Although every effort were made to ensure that every possible hazard was identified the Employer can not guarantee this, therefore it is imperative for the contractor to conduct a comprehensive risk identification and hazard assessment in order to make certain that all hazards are identified.

C3.4.6 ENVIRONMENTAL ISSUES

See Site Information

C3.4.6. MANAGEMENT

Management of the works

The management of the site shall be in accordance with the provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

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) BBEE 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:

(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	Value of partner's contribution to date (excl. VAT) ¹	Value of partner's contribution as a percentage of the work executed to date
		A	$B = A\% \times P^*$	C	$D = C/P^* \times 100$
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:

(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

(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 _____

Part C4: Site information

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