

BLOUBERG MUNICIPALITY



CONTRACT NO.: BM17/24/25

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

**VOLUME 1 OF 2 : CONDITIONS OF CONTRACT, SPECIFICATIONS AND
SCHEDULE OF QUANTITIES**

CIDB GRADING: 4GB OR HIGHER

NAME OF TENDERER	:

TENDERED AMOUNT	:

ISSUED BY:



P O Box 1593
Senwabarwana
0790

Tel: 015 505 7100
Fax: 015 505 0568

PREPARED BY:



6 Rentco Building
11 Pierre Street
Bendor
Polokwane
0699

Tel: 015 291 0775
Fax: 086 682 2646



**Municipal
Infrastructure
Grant**



Contract No.: BM17/24/25

THE TENDER

FOR THE

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

CLOSING DATE: THURSDAY, 17 OCTOBER 2024

CLOSING TIME: 11H00

ISSUED BY:

PREPARED BY:



P O Box 1593
Senwabarwana
0790

Tel: 015 505 7100



6 Rentco Building
11 Pierre Street
Bendor
Polokwane
0699

Tel: 015 291 0775



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT
TENDER NO: BM17/24/25**

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

A TENDER FOR CATEGORY 4GB OR HIGHER REGISTERED CONTRACTORS

**ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE MUNICIPALITY THE
FOLLOWING INFORMATION IS COMPLETED AND ATTACHED**

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
Company Registration certificate (CK)		
All Pages of the Bid document must be initialled.		
Proof of registration with CIDB attached and relevant grading to be attached, If JV, the bidder must submit JV and calculated grading as per CIDB system.		
Compulsory enterprise questionnaire completed		
Submit three (3) years (between 2021 and 2024) audited / reviewed Annual financial statements (AFS) – for project more than R3 million		
Letter of authority for signatory for the contract.		
Letter of intent of contract performance guarantee		
Letter of intent of Insurance of works and Public Liability		
Compliant tax status. If JV both parties must submit		
Valid BBBEE Certificate (For pre-qualification process only)		
Valid Letter of good standing (COIDA) issued by Department of Labour		
Form of offer/contract form must be completed and signed Other documents that may be used		
Have you claimed the points on Specific Goals section?		
Have you attached the valid statement of municipal rates and taxes or proof of residence or lease agreement with valid and certified/original municipal rates and taxes of the landlord/owner or proof of residence from traditional authority?		
Have attached letter of intent to subcontract (Not Whole Contract) within Blouberg Municipality boundaries		
Attendance of a compulsory meeting		
Provide Central Supplier Database (CSD) number, If JV both bidders must submit copies (Only CSD copies printed 5 days before closing is acceptable)		
Signed J/V agreement must be attached (Where applicable)		
Have printed the electronic Tender Document based on the prescribed color coding as specified on the table of content?		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMPLETED AND SIGNED ALL MBD FORMS AS PER THE DOCUMENT		
<ul style="list-style-type: none"> • Proof of purchased tender document (Not applicable) • Are all addenda issued completed and returned (if applicable)? • Are certified copies attached? (Certified copies must be within six months prior closing date); ID; professional registration certificates and CV including SAQA certificate for foreign key personnel? • Copies of appointment letters, reference letters and completion certificate attached for relevant projects. 		
Note: This checklist must be read in conjunction of the entire document and must not be used as compass of the tender requirements but as guidance.		

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DOCUMENT LAYOUT

CONTENT VOLUME 1

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PART T2	RETURNABLE DOCUMENTS SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
PART 2: THE CONTRACT		
PART C1:	AGREEMENT AND CONTRACT DATA SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONTRACT DATA SECTION C1.3: CONSTRUCTION GUARANTEE (PRO-FORMA) SECTION C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR	WHITE YELLOW YELLOW WHITE
PART C2:	PRICING DATA SECTION C2.1: PRICING INSTRUCTIONS SECTION C2.2: BILLS OF QUANTITIES	YELLOW YELLOW
PART C3:	SCOPE OF WORKS SECTION C3.1: PROJECT SPECIFICATIONS SECTION C3.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS SECTION C3.3: ENVIRONMENTAL MANAGEMENT PLAN AND SPECIFICATIONS	BLUE BLUE BLUE
PART C4:	SITE INFORMATION SECTION C4.1: LOCALITY PLAN SECTION C4.2: CONSTRUCTION NOTICE BOARD SECTION C4.3: NATURE OF GROUND CONDITIONS SUBSOIL CONDITIONS SECTION C4.4: PROJECT SPECIFICATIONS SECTION C4.5: MUNICIPAL SUPPLY CHAIN MANAGEMENT (SCM) POLICY	GREEN GREEN GREEN GREEN GREEN

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENT VOLUME 2

SECTION	HEADING	COLOUR
PART 1: TENDER DRAWINGS		
		WHITE (ALL)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE TENDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T1: TENDERING PROCEDURES

For a proposed
contract between

BLOUBERG MUNICIPALITY

(the Employer)

and

(the Contractor)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER

FOR:

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

BID NO.: BM17/24/25

INVITATION AND SCOPE OF WORK:

The project entails the **CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE**

CONDITIONS:

Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **4GB** or higher.

Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond:

a) EPWP

Tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders. A minimum of 10 (to be extracted from the design or the business plan) work opportunities are expected to be created from this project.

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and its associated Regulations of 2022. The **80/20** Preference Point system will be applied where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for preference.

Bid documents shall be made available on **04 October 2024**. The tender document will be available free of charge for download on the Blouberg Municipality Website, www.blouberg.gov.za and also obtainable from e-tender website, <https://www.etenders.gov.za>

TENDER BRIEFING/ SITE INSPECTION MEETING will be held on **FRIDAY, 04 October 2024** at Avon village next to Seakamela Tribal Office, Co-ordinates 23° 8'18.99"S; 29°5'45.49"E), Starting at 11:00am

Completed bid documents signed by a duly authorised person, sealed in an envelope clearly marked "Tender No. BM17/24/25: CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE must reach the undersigned by depositing it into the tender box by not later than 11H00 on the 17th of October 2024 when all tenders received will be opened in public at the Offices of Blouberg Municipality in Senwabarwana.

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the municipality.

The original and completed bid document shall be placed in a sealed envelope clearly marked:

"BID NO: BM17/24/25: CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE"

Contractor

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Employer

Witness 1

Witness 2

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the **MUNICIPAL MANAGER: BLOUBERG MUNICIPALITY**, and must be submitted in the tender box situated at:

BLOUBERG MUNICIPALITY
HEAD OFFICE, SECOND BUILDING, MOGWADI/SENWABARWANA ROAD
P.O BOX 1593
SENWABARWANA
0790

No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.

All enquiries regarding this bid must be directed to:
ENQUIRIES – TECHNICAL RELATED:

OltaTech Consulting
Mr. L. Ratshisuka

Tel: (015) 291 0775
E-mail: info@oltatech.co.za

ENQUIRIES – SCM RELATED:

Blouberg Municipality
Ms. MM Monyemangena

Tel: (015) 505 7100
E-mail: maditlou@gmail.com

No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mailed submissions will not be accepted. Failure to meet the **mandatory requirements** required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TENDER BOX INFORMATION

BID NO.: BM17/24/25

CLOSING DATE: 17 OCTOBER 2024, AT 11H00AM ON THURSDAY

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
(BLOUBERG MUNICIPALITY)**

**TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT
BE ACCEPTED FOR CONSIDERATION.**

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

Bid documents **must** be deposited in the box which is identified as the bid box of the:

**BLOUBERG MUNICIPALITY
HEAD OFFICE, SECOND BUILDING, MOGWADI/SENWABARWANA ROAD
P.O BOX 1593
SENWABARWANA
0790**

**THE BID BOX OF THE OFFICE OF THE BLOUBERG MUNICIPALITY IS OPEN BETWEEN 08:00am and
16:00pm, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE CLOSING TIME OF BIDS WHICH
IS 17 OCTOBER 2024, AT 11H00AM.**

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

***Note:** Any reference to words “Bid” or “Bidder” herein and/or in any other documentation shall be constructed to have the same meaning as the words “Tender” or “Tenderer”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.2.TENDER DATA

SECTION T1.2.1. CONDITIONS OF TENDER

The conditions of tender are the CIDB Standard Conditions of Tender July 2015 in Section T1.2.3. and Adjustments to Tender Value ranges in Terms of the CIDB Regulation, 2015 (As Amended) issued in August 2019.

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 July 2015 to which it mainly applies.

SECTION T1.2.2. TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

The additional Conditions of Tender are:

ITEM		DATA
F.1	GENERAL	ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
F.1.1	Actions	The Employer is the "Blouberg Municipality". The term "bid" in the context of this standard is synonymous with terms "tender".
F.1.2	Tender Documents	This document (Volume 1 & 2) in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Works, Site Information and Drawings
F.1.3	Interpretation	Add the following new clause: "1.3.3" The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.
F.1.4	Communication and Employer's Agent:	
	The Employer's Agent is:	Company : OltaTech Consulting Contact : Mr. L. Ratshisuka Address : 11 Pierre Street, Bendor, Polokwane, 0699 Tel No. 015 291 0775 E-mail : info@oltatech.co.za

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.1	Eligibility:	<p>Only those Tenderers who are registered with the CIDB, or are capable of doing so prior to the evaluation of submissions in a contractor grading designation equal to 4GB or higher than a contractor grading designation determined in accordance with the sum tendered for 4GB or Higher Class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> 1. Every member of a joint venture is registered with the CIDB. 2. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 4GB of construction work. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for an 4GB or higher class of construction work, is eligible to submit tenders.
F.2.2	Cost of Tendering:	<p>Add the following to the clause:</p> <p>"Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent."</p>
F.2.5	Reference documents:	<ul style="list-style-type: none"> • The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 07 February, 2014, Notice No R10113). This document is obtainable separately, and Tenders shall obtain their own copies. • COVID 19 occupational Health and Safety measures in workplaces COVID-19 (C19 OHS),2020 • General Condition of Contract (3rd edition 2015). • Civil Engineering Quantities 2017 (ISBN 9781776172422) • SANS 1921-1: 2018 parts 1,2, & 3 and Construction & Management requirements for works contract. • National Building Regulations (NBR) South Africa (SANS 10400) <p>Tenderers, Contractors and Sub-contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract.</p>
F.2.7	Clarification meeting:	Clarification meeting will be held as stated in the Tender Notice and Invitation to Tender.
F.2.8	Seek clarification:	<p>"Request clarification of the tender documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Tender Notice and Invitation to Tender in writing at least 5 (five) working days before the closing time stated in the foregoing notice and clause 2.15."</p>

Contractor

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Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.9	Insurance:	<p>Add the following to the clause:</p> <p>"Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the Tender amount and Public Liability to be limited to 10% of the contract value.</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>
F.2.11	Alterations to documents:	<p>Add the following to the clause:</p> <p>"In the event of mistakes having been made on the prices inclusive of VAT it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial".</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file."</p> <p>The municipality will reject the bid if the above conditions are not adhered to.</p>
F.2.13	Submitting a tender offer	
	F.2.13.1	Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
	F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Failure to adhere to this the bid will be disqualified.
	F.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.

Contractor

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Employer

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F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
	F.2.13.4	<p>Add the following to the clause:</p> <p>"Only duly authorized signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, must include a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture."</p> <p>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive</p>
	F.2.13.5	<p>The Employer's address for delivery of tender offers:</p> <p>BLOUBERG MUNICIPALITY</p> <p>BLOUBERG MUNICIPALITY HEAD OFFICE, SECOND BUILDING, MOGWADI/SENWABARWANA ROAD P.O BOX 1593 SENWABARWANA 0790</p> <p><u>SUBMITTING OF TENDERS – PLEASE NOTE:</u> Tenders can only be submitted in the Tender Box in Blouberg Municipality</p>
	F.2.13.6	A two-envelope procedure will NOT be followed.
	F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.14	Information and Data to be completed in all respects:	<p>Add the following to the clause:</p> <p>"Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2.</p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) of the construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>
F.2.15	Closing time:	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Tender offer validity:	<p>The tender offer validity period is 90 days.</p> <p>Add the following to the clause:</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p>
F.2.17	Clarification of tender offer after submission	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	Provide other material	The Tenderer shall 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.
F.2.19	Inspections, tests and analysis:	The Tenderer must provide access during working hours to his premises for inspections on request.
F.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.23	Certificates:	<p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44 b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). <p>In cases where the tenderer has failed to submit any of the documents above with the tender, the municipality reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) calendar days from the date of notification.</p>
ADD THE FOLLOWING NEW CLAUSES:		
"2.24	Canvassing and obtaining of additional information by tenderers:	<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
"2.26	Awards to close family members of persons in the service of the state	<p>In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.26 – Form F must be completed."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
2.28	TAX	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing in order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>
2.29	CSD –National Treasury Central Supplier Database (CSD) Registration	<p>Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes). B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to a bidding institution.</p> <p>NB: PLEASE TAKE NOTE OF THE FOLLOWING:</p> <p>A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. The certificate must clearly depict QSE on the score card.</p> <p>CSD must not be older than 5 days prior the closing date</p>
2.30	Tender Participation Goals	<p>It is a requirement of this contract that work be executed in such a manner so as to maximize the use of local labour-intensive construction methods.</p> <p>Local labour target:</p> <ul style="list-style-type: none"> 100% target is to be achieved on employment of unskilled local labour. <p>The contractor must submit monthly labour reports to the client.</p> <p>Contractors to adhere to the minimum labour rates as stipulated by the Department of Labour. Contractors to ensure that Section T2.2.20 - Form T, must be completed. In case where the contractor has not completed the form at close of tender, client must request the contractor to complete the form, failure by the contractor to conform to client's request will be seen as being non-compliance</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.31	Local Content Declaration	<p>Preferential Procurement Regulations, 2022 (Regulation 8) makes provision for the promotion of local production and content.</p> <p>Regulation 8. (2) prescribes that where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. (as indicated in SBD 6.2 – Section T2.2.23 Form W.)</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.3.1	Respond to requests from the Tenderer:	<p>Replace the contents of the clause with the following:</p> <p>"Respond to a request for clarification received up to three (3) working days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents"</p>
F.3.2	Issue Addenda:	<p>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 five (5) 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 drew documents.</p>
F.3.3	Return late tender offers	<p>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.</p>
F.3.4	Opening of tender submissions:	<p>The closing date and time for receipt of tenders is: 17 October 2024 at 11H00</p> <p>Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the:</p> <p>MUNICIPAL MANAGER BLOUBERG MUNICIPALITY</p> <p>Tenders must be submitted in the tender box situated in Senwabarwana (Blouberg Municipality – <u>Physical Address</u>):</p> <p>BLOUBERG MUNICIPALITY</p> <p>BLOUBERG MUNICIPALITY HEAD OFFICE, SECOND BUILDING, MOGWADI/SENWABARWANA ROAD P.O BOX 1593 SENWABARWANA 0790</p> <p>Only tenders submitted to this tender box will be opened/ considered.</p> <p>Valid tender submissions shall be opened 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.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.9.2	Arithmetic Errors	<p>Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.</p> <p>The Employer reserves the right to correct arithmetical or other errors in the extension of rates and totals in the tender. Tendered rates will not be adjusted when correcting such errors, however in exceptional cases the Employer reserves the right to correct a tendered rate where the error was obviously not a result of incorrect arithmetic but rather the result of a writing or other error, confirmed in writing by the Tenderer. The total tendered offered amount shall not be adjusted when correcting errors and the rates of sections or items affected shall be subjected to error correction. No other items without errors shall not be adjusted as per clause 6.8.1 of the GCC 2015 3rd Edition.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.3.6	Evaluation of Tenders:	<p>Tenders will be evaluated in terms of the evaluation criteria stipulated:</p> <ol style="list-style-type: none"> Prequalification criteria (EPWP) Mandatory Returnable <ul style="list-style-type: none"> Bounded Tender Document as per the specified Colour Coding Company Registration Certificates, Joint Venture (JV) must submit both certificates. Certified copy or copies of Identity Document (ID) for Director(s), this is applicable to JV (both Directors must submit). Proof of CIDB Registration as per the specified grading, if joint venture, the bidder must submit calculated grading certificate obtained from CIDB grading calculator. Valid NHBRC (National Home Builders Registration Council) Registration Fully Signed Three (3) years Financial Statements (minimum annual revenue of R3 Million) between 2021 and 2024, for JV both companies must submit JV Agreement CSD Report printed 5 days before closing date, JV must submit both reports Attendance of Compulsory Briefing (Attendance Register will be used verify) Letter of Authority of signatory Letter of intent of contract performance guarantee from the registered service provider with NCR and/or FSP Letter of intent by the bidder to subcontract. Letter intent of insurance of works and Public Liability from (Registration of the service provider will be checked, if not active therefore the bidder will be disqualified) registered service provider with FSP (Registration of the service provider will be checked, if not active therefore the bidder will be disqualified). Valid BBBEE Certificate issued by SANAS registered service provider, for JV consolidated BBBEE Certificate must be submitted. Valid Letter of Good standing issued by Department of Labour. Original or Certified copy of the up-to-date statement of Municipal rates and taxes and municipal service charges for company and company owners/directors (not more than six months and not in areas) and if renting a lease agreement with proof of payment. if the bidder is operating where municipal rates are not applicable, a certified (not more than six months) copy of residence from the traditional authority must be submitted. Addendum if any. Evaluation in terms functionality (Minimum score 70%) Financial offer Weighting or scoring of specific goals

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		The tender evaluation method to evaluate all responsive tender offers will be Method 2.
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FUNCTIONALITY

1. A. Company's Experience & References (60)

No.	Target goals Five (05) largest completed building projects with final completion certificate attached (and construction appointment letters, will be assessed as follows:	Weighting (point of each project)
1.	Completed projects with value of > R 3 Million	10
2.	Completed projects with value of between R 2 Million and R 3 Million	5
3.	Completed projects with value of between R 1 Million and less than R 2 Million	4
4	Completed projects with value of < R 1 Million	1
	Max Points	50

Note: Bidders must complete company experience and add certified supporting documentation.

Failure to submit required COMPLETION CERTIFICATE and reference letter will result in the bidder getting zero points.

NB: Completion certificates must be signed by all parties namely: the Employer, Engineer and the Contractor (certificates that is not signed by ALL relevant parties will result in the bidder forfeiting points)

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. Representative experience

No.	Target goal (Attach Valid Certified copies of Qualifications, professional registration and SAPS affidavit confirming that the employee is employed by the tendering entity).	Weighting	Score
1.	Project manager in projects involving building projects 10 years and above = 4 Between 6 and less than 10 years = 3 Between 4 and less than 6 years = 2 Less than 4 years = 1	4	
2.	Construction manager (Site agent) in projects involving building projects 5 years and above = 2 Less than 5 years = 1	2	
3.	Foreman in projects involving building projects 5 years and above = 2 Less than 5 years = 1	2	
4.	Health & Safety Officer years' experience as OHS safety officer in projects involving building projects 5 years and above = 2 Less than 5 years = 1	2	
	SUBTOTAL: Representative experience	10	

Note: Project organogram of the project team must be attached. Curriculum vitae with certified copies of qualifications and contact details should be attached to the tender document for verification by the clients.

NB foreign qualifications certified copies from SAQA must also be attached.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. Representative Qualification

No.	Target goals	Weighting	Score
1.	Project Manager BSc/B-Tech or higher in Civil Engineering Post Graduate Qualification including NQF5 – Labour Intensive (LIC) with valid Professional Registration with SACPCMP as Professional Construction Manager or ECSA as Professional Technologist / Engineer (Pr.CM / Pr.Tech / Pr.Eng) = 4 National Diploma Civil Engineering with Professional Registration including NQF5 or above – Labour Intensive (LIC) with SACPCMP as Professional Construction Manager or ECSA as Professional Technician (Pr.CM / Pr.Technic) = 2 Note: None submission of NQF 5 LIC and Pr.CM / Pr.Tech / Pr.Eng / Pr.Techni will result to 0 points obtained.	4	
2.	Construction Manager (CR14 Regulation 8(1)) National Diploma Civil or Higher including NQF5 -Labour Intensive (LIC) = 3 N6 Certificate in Civil including NQF5 – Labour Intensive (LIC) = 2 Note: None submission of NQF 5 LIC will result to 0 points obtained.	3	
3.	Construction supervisor (Foreman) (CR14 Regulation 8(7)) N6 Certificate or above in Civil Engineering = 1 Matric Certificate = 0.5 Below Matric = 0	1	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No.	Target goals	Weighting	Score
4.	Safety Officer (CR14 Regulation 8(5)) National Diploma or higher in Safety Management SAMTRAC or NOSA Registration with SACPCMP as safety officer (Pr. CSHO) = 2 NOSA SAMTRAC or NEBOSH without Registration with SACPCMP as a Professional Safety Officer (Pr. CSHO) = 1	2	
	SUBTOTAL: Representative Qualification	10	

Note: Project organogram of the project team should be attached. Curriculum vitae with certified copies of qualifications and contact details should be attached to the tender document for verification by the clients.

NB foreign qualifications certified copies from SAQA must also be attached.

4. Banking Rating

No	Target goals	Max points
1	Banking rating "A" or "B" = 10 Banking rating "C" = 5 Banking rating "D" = 2 Non-Submission = 0	10

5. Plants & Equipment

No.	Target goals	Weighting	Score
1.	1 X TLB	3	
2.	1 X Tipper Truck – 6m3 or above	2	
3.	1 X Water tanker – 12000l or above	2	
4.	1 X Compactor	1.5	
5.	1 X Jackhammer	1.5	
	SUBTOTAL: Plant & equipment	10	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Please Note:

- a) *Proof of ownership to be submitted with tender. If plant will be hired, a signed letter from plant Hire Company confirming availability to the service provider for this particular contract and the proof of valid hirer ownership documents showing that the company intending to hire the machine to the tenderer owns the machines.*
- b) *Should the bidder submit 50% of the required quantity they will obtain half of the points per item on respective plant.*
- c) *Should the bidder submit less capacity of plant required were applicable will obtain zero points.*
- d) *The proof of ownership for item 1-3 should be accompanied by the copy of traffic department annual renewal certificate with the disc in order for the tenderer to score points*

1. Summary of table 1-5

No.	Summary of tables	Max	Score
1.	Experience & References	50	
2.	Representative Experience	10	
3.	Representative Qualifications	10	
4.	Banking rating	10	
5.	Plants & Equipment	10	
Sub-Total		90	

Preferential Elements	20 Points
Historical Disadvantage Individual - Contributor	Number of Points (80/20 system)
1. Locality = [(Capricorn District = 4, Limpopo = 2 / Outside = 1)]	4 = (attach certified proof of address in the form of municipal statement account of services}. If residing in rural area please attached a tradition authority with an affidavit supporting proof of address)
2. Gender [(Women = 4, Men = 3)]	4 = (attach certified copies of identity documents)
3. Youth = 2 = [18 – 35]	2 = (attach certified copies of identity documents)
4. Race [African = 8, White = 1, Coloured = 1, Indian = 1]	8 = (attach certified copies of identity documents)
5. Disability [Any] = 2	2 = (form of proof / letter / medical report signed and certified by a qualified/registered medical practitioner)
6. Non-compliant contributor = 0	0

PRICE	80
Specific goals	20

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.11	Evaluation of tenders:	<p>General (F.3.11.1)</p> <p>Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.</p> <p>The evaluation procedure consists of three phases: Phase 1: Tenders will be evaluated for responsiveness to the tender requirements. Tenderers who do not comply will be disqualified. Phase 2: Tenderers will be evaluated for functionality/quality. Tenderers who do not meet the minimum requirements will be eliminated; and Phase 3: Tenderers will be evaluated based on financial proposals and preference. The Tenderers with the highest points scored will be appointed.</p> <p>The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality/functionality, and preference. Tenderers must however score a minimum of 60% of the quality/functionality points prior to being evaluated on financial offer and preference. Failure to achieve the minimum functionality score will invalidate the tender and the submission will be rejected.</p> <p>Method 1: In the case of a financial offer: (F.3.11.1.1)</p> <ul style="list-style-type: none"> a) Rank tender offers from the most favourable to the least favourable comparative offer. a) Recommend the highest ranked tenderer for award of the contract, unless there are compelling and justifiable reasons not to do so. <p>Method 2: In the case of a financial offer and preference (F.3.11.1.2)</p> <ul style="list-style-type: none"> a) Score tender evaluation points for each financial offer. a) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing. a) Calculate total tender evaluation points (TEV) in accordance with the following formula: $TEV = NFO + NP$
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		<p>d) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>a) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>b) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>Method 3: In the case of financial offer and quality:</p> <p>a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.3 and F.3.11.2, rejecting all tender offers what fail to score the minimum number of evaluation points for quality in the tender data, if any.</p> <p>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $TEV = NFO + NQ$</p> <p>Where: NFO is the number of tender evaluation points awarded for the financial offer NQ is the number of tender evaluation points awarded for quality/functionality</p> <p>a) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>b) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>c) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		<p>Method 4: In the case of a financial offer, quality/functionality and preference:</p> <ul style="list-style-type: none"> a) Score quality/functionality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. a) Score tender evaluation points for each financial offer. b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing. a) Calculate the tender evaluation points TEV accordance with the following formula: $TEV = NFO + NP + NQ$ Where: NFO is the number of tender evaluation points awarded for the financial offer NP is the number of tender evaluation points awarded for preference NQ is the number of tender evaluation points awarded for quality/functionality c) Rank tender offers from the highest number of tender evaluation points to the lowest. a) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. b) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points during the rescore, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.13	Acceptance of tender offer:	A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of Clause 44 of the Supply Chain Management Regulations published in terms of the Public Finance Management Act, 2017.
F.3.17	Provide copies of the contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

F.4	ADDITIONAL CONDITIONS OF TENDER
The additional conditions of Tender are:	
F.4.1	<p>Compliance with Occupational Health and Safety Act 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 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.</p> <p>In this regard the Contractor is required to comply with the Occupational Health and Safety Specification which forms part of this tender document and shall submit but not limited to, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ol style="list-style-type: none"> (1) Management Structure, Site Supervision and Responsible Persons including a succession plan. (2) Contractor's induction training program for Employees, Sub-contractors and Visitors to the Site. (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (4) Regular monitoring procedures to be performed. (5) Regular liaison, consultation and review meetings with all parties. (6) Site security, welfare facilities and first aid. (7) Site rules and fire and emergency procedures. (8) COVID 19 Management Plan.
	<p>Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements.</p> <p>The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in Part C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.4.2	<p>Community Liaison Officer</p> <p>The Community Liaison Officer (CLO) has been appointed. 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 Principal Agent and the local communities.</p> <p>The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C3.3.2: Scope of Work.</p>
EPWP	<p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015 and Amendments Thereafter.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1. GENERAL

1.1. Actions

F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.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 whomever 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.

F.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.

1.1. Tender Documents

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

1.2. Interpretation

F.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.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.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 fulfil his or her duties impartially.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

- ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
- iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- 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.
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, considering quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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.

1.5. Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state 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 services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

1.6. Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.1.6.2 Competitive negotiation procedure

- F.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 F.3.4, the Employer shall announce only the names of the tenderers who make a submission.

The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

- F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh 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.

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

F.1.6.3 Proposal procedure using the two stage-system

F.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.

F.1.6.3.2 Option 2

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

- F.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. TENDERER'S OBLIGATIONS

2.1. Eligibility

F.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.

F.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.

2.2. Cost of tendering

F2.2.1 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 comply with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing 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.

2.3. Check documents

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

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.

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.

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.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.8. Seek clarification

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

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.

2.10. Pricing the tender offer

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

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. Erasures and the use of masking fluid are prohibited.

2.12. Alternative tender offers

- F.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.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.
- F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

2.13. Submitting a tender offer

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal".

Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.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.

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.

2.15. Closing time

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

F.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.

2.16. Tender offer validity

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.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.

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

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 F.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.

2.18. Provide other material

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

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

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

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.

2.20. Submit securities, bonds, policies, etc.

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

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.

2.22. Return of other tender documents

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

2.23. Certificates

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. THE EMPLOYER'S UNDERTAKINGS

3.1. Respond to requests from the tenderer

- F.3.1.1** Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
 - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

1.2. 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 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 drew documents.

1.3. 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.

1.4. Opening of tender submissions

- F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- F.3.4.2** Announce at the 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, preferences claimed and time for completion for the main tender offer only.
- F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

1.5. Two-envelope system

- F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

1.6. Non-disclosure

Not disclosed 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.

1.7. 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.

1.8. Test for responsiveness

F.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.

F.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.

1.9. Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Data 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.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) 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.
- b) 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.
- c) Where there is an obvious 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.
- d) 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. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

1.10. 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.

1.11. Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data
- 2) Tender must be regarded as acceptable if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below

1. GENERAL CONDITIONS

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

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

1.2.

- a) The value of this bid is estimated is not expected to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3. Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goal of Contributor.

Preferential Elements	20 Points
Historical Disadvantage Individual - Contributor	Number of Points (80/20 system)
1. Locality = [(Capricorn District = 4, Limpopo = 2 / Out site = 1)]	4 = (attach certified proof of address in the form of municipal statement account of services). If residing in rural area please attached a tradition authority with an affidavit supporting proof of address)
2. Gender [(Women = 4, Men = 3)]	4 = (attach certified copies of identity documents)
3. Youth = 2 = [18 – 35]	2 = (attach certified copies of identity documents)
4. Race [African = 8, White = 1, Coloured = 1, Indian = 1]	8 = (attach certified copies of identity documents)
5. Disability [Any] = 2	2 = (form of proof / letter / medical report signed and certified by a qualified/registered medical practitioner)
6. Non-compliant contributor = 0	0

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

	POINTS
PRICE	80
SPECIFIC GOAL OF CONTRIBUTOR	20
Total points for Price and Specific Goal must not exceed	100

1.5. Failure on the part of a bidder to submit proof of Specific Goal of contributor together with the bid, will be interpreted to mean that preference points for Specific Goal of contribution are not claimed.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

2 DEFINITIONS

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

3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P}{P}\right)$	or	$P_s = 90 \left(1 - \frac{P_t - P}{P}\right)$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P}{P}\right)$	or	$P_s = 90 \left(1 + \frac{P_t - P}{P_{max}}\right)$

Where

Ps = Points scored for price of tender under consideration

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender.	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:
DATE:
ADDRESS:
.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE MUNICIPALITY WILL NOT CONSIDER THIS TENDER.

Clause referred to in Standard Conditions of Tender	Document
F.2.1	<p>Tenderers must provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners needs to be filled in below:</p> <p>NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p>*NB: Recent printout from the CIDB website indicating the CRS number will also be accepted.</p>
F.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.10	Form of offer must be completed and signed by a duly authorised person.
F.2.11	<p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file."</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>"In the event of mistakes having been made on tender document it must be crossed out in ink and be accompanied by an initial at each and every price alteration.</p>
F.2.13.4	<p>Letter of authorization to sign the Form of Offer and where required in tender document (See Form D).</p>
"2.28"	<p>Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE TENDERER ARE ENCOURAGED TO REGISTER AND SUBMIT THE FOLLOWING NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) DETAILS WITH THIS TENDER.

Document
<p>Tenderers shall provide their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN Number in the space provided below:</p> <p>NB: In cases where a bidder intends to form a Joint Venture, the CSD Supplier Number (Master Registration Number) and Tax Compliance PIN shall also be provided in the space provided below, i.e. the lead partner and Joint Venture partner/s.</p> <p>If any sub-contractors are proposed their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN numbers shall be provided in Form A.</p> <p>If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.</p>
<p><u>Tenderer/Leading JV Partner</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">Name of Company:</div> <div style="width: 80%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 20%;">CSD Supplier Number:</div> <div style="width: 80%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 20%;">Unique Registration Reference Number:</div> <div style="width: 80%; border-bottom: 1px solid black;"></div> </div>
<p><u>JV Partner</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">Name of Company:</div> <div style="width: 80%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 20%;">CSD Supplier Number:</div> <div style="width: 80%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 20%;">Unique Registration Reference Number:</div> <div style="width: 80%; border-bottom: 1px solid black;"></div> </div>
<p><u>JV Partner</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">Name of Company:</div> <div style="width: 80%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 20%;">CSD Supplier Number:</div> <div style="width: 80%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 20%;">Unique Registration Reference Number:</div> <div style="width: 80%; border-bottom: 1px solid black;"></div> </div>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

***NB:** All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database

SECTION T 2.2.2: FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS

SECTION T2.2.3: FORM C: AUTHORITY OF SIGNATORY

SECTION T2.2.4: FORM D STATUS OF CONCERN SUBMITTING TENDER

SECTION T2.2.5: FORM E: INVITATION TO BID

SECTION T2.2.6: FORM F: PRICING SCHEDULE – FIRM PRICES

SECTION T2.2.7: FORM G: PRICING SCHEDULE – NON-FIRM PRICES

SECTION T2.2.8: FORM H: DECLARATION OF INTEREST

**SECTION T2.2.9: FORM I: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

**SECTION T2.2.10: FORM J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2017**

SECTION T2.2.12: FORM L: PURCHASE OF GOODS/WORKS

SECTION T2.2.13: FORM M: RENDERING OF SERVICES

SECTION T2.2.14: FORM N: SALE OF GOODS/WORKS

**SECTION T2.2.15: FORM O: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES.**

**SECTION T2.2.16: FORM P: CERTIFICATE OF INDEPENDENT BID
DETERMINATION.**

SECTION T2.2.17: FORM Q: SCHEDULE OF PLANT AND EQUIPMENT

SECTION T2.2.18: FORM R: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

SECTION T2.2.19: FORM S: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

SECTION T2.2.20: FORM T: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

SECTION T2.2.21: FORM U: QUALITY MANAGEMENT SYSTEMS

SECTION T2.2.22: FORM V: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

SECTION T2.2.23: FORM W: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.24: FORM X: PRELIMINARY PROGRAMME

SECTION T2.2.25 FORM Y: ESTIMATED MONTHLY EXPENDITURE

SECTION T2.2.26 FORM Z: ALTERATIONS BY TENDERER

**SECTION T2.2.27: FORM AA: DECLARATION CERTIFICATE FOR LOCAL LABOUR
PARTICIPATION**

SECTION T2.2.28 FORM AB: TENDERERS PERFORMANCE EVALUATION FORM

SECTION T2.2.29 FORM AC: COMPULSORY ENTERPRISE QUESTIONNAIRE

**SECTION T2.2.23: FORM W: CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION
PRINT OUT**

SECTION T2.2.24: FORM X: COMPULSORY ENTERPRISE QUESTIONNAIRE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T 2.2.2: FORM B: 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 considered in this tender offer:

Date		Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.3: FORM C: AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATION'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000*, *MR A.F JONES*

has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

1.

2.

Please note that the tenderer has to sign this page as a declaration that he/she took notice of the Authority for Signatory Form example (above). This example must be re-typed on the Tenderer's letter head, signed, and submitted with the tender.

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.4: FORM D STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.
(Make an X in the appropriate space below)

Company	<input type="checkbox"/>	Closed Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
One-man concern	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>		

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

2.2 If the tenderer is a Closed Corporation:

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

Yes ☐ / No ☐ Registration nr.:

Signature of person authorised to sign the tender:

Date:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: BM17/24/25
Part T2: Returnable Documents
Section T2.2: Returnable Documents

SECTION T2.2.5: FORM E: INVITATION TO BID

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BLOUBERG LOCAL MUNICIPALTY					
BID NUMBER:	BM17/24/25	CLOSING DATE:	17/10/2024	CLOSING TIME:	11H00
DESCRIPTION	CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS

2ND BUILDING				
MOGWADI / SENWABARWANA ROAD				
SENWABARWANA				
0790				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELL PHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:

<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: BM17/24/25
Part T2: Returnable Documents
Section T2.2: Returnable Documents

A. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	B. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
C. TOTAL NUMBER OF ITEMS OFFERED		D. TOTAL BID PRICE	R
E. SIGNATURE OF BIDDER	F. DATE	
G. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Blouberg Local Municipality	CONTACT PERSON	L. Ratshisuka
CONTACT PERSON	MM Monyemangena	TELEPHONE NUMBER	015 291 0775
TELEPHONE NUMBER	015 505 7100	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	info@oltatech.co.za
E-MAIL ADDRESS	Maditlou@gmail.com		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART B

TERMS AND CONDITIONS FOR BIDDING

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: BM17/24/25
Part T2: Returnable Documents
Section T2.2: Returnable Documents

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.6: FORM F: PRICING SCHEDULE – FIRM PRICES

MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

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

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	
-	At:	
		
-	Brand and Model	
-	Country of Origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
			*Delivery: Firm/Not firm
-	Delivery basis	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: BM17/24/25
Part T2: Returnable Documents
Section T2.2: Returnable Documents

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.7: FORM G: PRICING SCHEDULE – NON-FIRM PRICES

MBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

***" all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V) Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D 2.	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.8: FORM H: DECLARATION OF INTEREST
--

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²)

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

.....

.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

¹MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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.....

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID NO: BM17/24/25
Part T2: Returnable Documents
Section T2.2: Returnable Documents

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

1.

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.9: FORM I: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

.....

.....

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

.....

* Delete if not applicable

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES/ NO**

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

***YES/ NO**

2.2 If yes, provide particulars.

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

- 3.1 If yes, furnish particulars

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

5.1 If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.2.10: FORM J: PREFERENCE POINTS CLAIM FORM IN TERMS OF
THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

MBD 6.1

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

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL
CONDITIONS, DEFINITIONS AND DIRECTIVES**

**APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT
REGULATIONS, 2022**

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Applicable Preference Point System

- a) The applicable preference point system for this quotation is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: (a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.4.1 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.4.2 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Preferential Elements	20 Points	Point(s) Claimed
Historical Disadvantage Individual - Contributor	Number of Points (80/20 system)	
1. Locality = [(Capricorn District = 4, Limpopo = 2 / Out site = 1)]	4 = (attach certified proof of address in the form of municipal statement account of services). If residing in rural area please attached a tradition authority with an affidavit supporting proof of address)	
2. Gender [(Women = 4, Men = 3)]	4 = (attach certified copies of identity documents)	
3. Youth = 2 = [18 – 35]	2 = (attach certified copies of identity documents)	
4. Race [African = 8, White = 1, Coloured = 1, Indian = 1]	8 = (attach certified copies of identity documents)	
5. Disability [Any] = 2	2 = (form of proof / letter / medical report signed and certified by a qualified/registered medical practitioner)	
6. Non-compliant contributor = 0	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the

points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.12: FORM L: PURCHASE OF GOODS/WORKS

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.....

2.....

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of
goods/services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

Part T3. TEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	2. BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.13: FORM M: RENDERING OF SERVICES

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.....

2.....

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I in my capacity as
accept your bid under reference number dated for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the
contract, within 30 (thirty) days after receipt of an invoice.

Part T4. DESCRIPTION OF Part T5. SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.14: FORM N: SALE OF GOODS/WORKS

MBD 7.3

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS¹

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution) in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
14. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (vii) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
16. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
17. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

1

"Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.

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19. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.....

2.....

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

7. I..... in my capacity as.....
accept your bid under reference numberdated.....for the leasing of
property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
8. I undertake to make the leased property/ goods/services available in accordance with the terms and
conditions of the contract.

Part T6. TEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.15: FORM O: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.16: FORM P: CERTIFICATE OF INDEPENDENT BID DETERMINATION.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf ofthat
(Name of Bidder)

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

<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Contractor	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Employer	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2
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MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MBD 9

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.17: FORM Q: SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

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

Proof of ownership to be submitted with tender.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

A signed letter from plant Hire Company confirming availability to the service provider for this particular contract and the ownership documents from the hiring company.

Quantity	Description, size, capacity, etc.

NB: ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

Signature of person authorised to sign the tender:

Date:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.18: FORM R: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

Tenderers are required to demonstrate relevant past experience and competency and attach completion certificate. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last five (5) years.

Note: Please attach appointment letters and signed completion certificate issued by the client as proof for having completed such project with the value exceeding R 20 000 000.00.

If the service provider is sub contracted the main contractor's appointment letter and completion certificate should be attached, together with the appointment letter of the subcontractor and completion certificate of the work done by the subcontractor

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work	Value Of Work	Year Completed
Successful completion of relevant similar experience on Building				

Signature of person authorised to sign the tender:

Date:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.19: FORM S: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that I,

Representative of (Tenderer)

Of (address)

Telephone No:

Fax No:

Visited and carefully examined the Site on the day of 20

In the company of (Engineer's representative)

Signature (Tenderer's Representative)

Signature (Engineer's Representative)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.20: FORM T: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise the Contract. **Please attach CV and certified copy of qualification of the proposed key personnel. The Tenderer shall also include an organogram of the project team and the company structure. In the absence of an organogram Form L will take precedence, In the absence of both no points will be allocated for the bidder.**

The Tenderer shall ensure that, the years of experience indicated on the forms below correlates with the ones indicated on the CVs of the proposed individual, should there be discrepancies the year's indicated on the CV will take precedence

In case of foreign qualification SAQA certificate of evaluation for the qualifications must be attached. It must have the name of the qualification, awarding body and recommended recognition. No score will be allocated if minimum qualifications are not met.

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1. Position	Contract Manager
Name	
Indicate Qualifications (minimum of NQF level 5) Civil Engineering or Project Management degree or B-tech or Higher, NQF 5 Labour Intensive registered with ECSA or SACPCMP	
Indicate Years of Experience as a Professional Construction Manager (Pr.CM)	
ECSA or SACPCMP Registration	
List of Projects Worked on As a Contract Manger.	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. Position	Site Agent/ Construction Manager (Construction Regulation 2014 Regulation 8(1))
Name	
Indicate Qualifications (minimum of NQF level 5) Civil engineering Diploma or Higher	
Indicate Years of Experience	
Professional Registration if any	
List of Projects Worked on As a Construction Manager	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. Position	Construction Health and Safety Officer (Construction Regulation 2014 Regulation 8(5))
Name	
Indicate Qualification minimum of NQF level 5	
Indicate Years of Experience as Construction Health and Safety Officer	
SACPCMP Registration	
<p>List of Projects Worked on As a Construction Health and Safety Officer</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Position	Construction Supervisor ((Construction Regulation 2014 Regulation 8(7))
Name	
Indicate Qualification minimum of NQF level 4 N6 Certificate: Civil or Matric with relevant experience	
Indicate Years of Experience as Construction Supervisor	
Professional Registration if any	
<p>List of Projects Worked on As a Construction Health and Safety Officer</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.21: FORM U: QUALITY MANAGEMENT SYSTEMS
--

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey (Setting-Out and levelling)	
Earthworks	
Testing laboratory	
Pipe laying and pressure pipeline testing	
Steelworks	
Electrical installation and controls	

Signature of person authorised to sign the tender:

Date:

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.22: FORM V: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes ☐ / No ☐
2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile). Yes ☐ / No ☐
3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? Yes ☐ / No ☐
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? Yes ☐ / No ☐
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? Yes ☐ / No ☐
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?
If yes, please explain his duties and provide a copy of his CV. Yes ☐ / No ☐
7. Does the Contractor have trained first aid employees? If yes, indicate who. Yes ☐ / No ☐
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes ☐ / No ☐

Signature of person authorised to sign the tender:

Date:

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.23: FORM W: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

Alternatively, the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.

Tenderer/Leading JV Partner

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

JV Partner 1

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

JV Partner 2

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

***NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.24: FORM X: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

Note: The programme must be done with Microsoft projects or similar programmes and be based on the completion time as specified in the Contract Data. The programme must be typed, not handwritten.

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Should the Tenderer desire to have any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings considered, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder.

[illegible]

Date:

11

Witness 2

SECTION T2.2.27: FORM AA: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

1. Definitions

1.1. Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

1.2. Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

1.3. Target Area

For this project, the target area includes all villages surrounding and are in use of the **Alldays Village**.

1.4. Labour Maximisation

Labour maximisation shall contribute a minimum of 5%.

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D - D_0)}{(100)} \times N_A$$

Where D = tendered Contract Participation Goal percentage.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
- N_A = Net Amount (Actual contract expenditure, excluding VAT)
- P = Rand value of penalty payable

Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of % in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor, confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:

5. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	TOTAL ESTIMATED WORKING HOURS	RATE	TOTAL ESTIMATED WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF THE TENDERER:.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.28 FORM AB: TENDERERS PERFORMANCE EVALUATION FORM

Report on Contractor's Competence & Performance on similar project for tender Recommendation purpose

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. **Bidders should make a copy of this page, if they have more than 1 project to attach.**

If the form is not completed no recommendations for the contractor will be made on competency and performance.

PROJECT PERFORMANCE EVALUATION FORM

Project Name of Tenderer: _____

Project name: _____

Project location: _____

Construction period: _____

Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Poor	Average	Good	Very Good	Excellent
1. Project performance/ time management/ programming					
2. Quality of Workmanship					
3. Resources Personnel					
4. Resources Plant					
5. Financial management/ payment of subcontractors/ cash flows etc					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

BID NO: BM17/24/25
Part T2: Returnable Documents
Section T2.2: Returnable Documents

D. My contact details are:

Telephone: _____

Cell phone: _____

Fax: _____

E-mail: _____

Thus, signed at _____ on this _____ day of _____ 20____

Signature of principal agent/Employer (Client)/Employer's Agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.29 FORM AC: COMPULSORY ENTERPRISE QUESTIONNAIRE

Annex L (normative) Compulsory Enterprise questionnaire		
<p>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.</p>		
<p>Section 1: Name of enterprise:</p>		
<p>Section 2: VAT registration number, if any:</p>		
<p>Section 3: CIDB registration number, if any:</p>		
<p>Section 4: Particulars of sole proprietors and partners in partnerships</p>		
Name*	Identity number*	Personal income tax number*
<p>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</p>		
<p>Section 5: Particulars of companies and close corporations Company registration number Close corporation number Tax reference number</p>		
<p>Section 6: The attached MBD4 must be completed for each tender and be attached as a tender requirement.</p>		
<p>Section 7: The attached MBD 6 must be completed for each tender and be attached as a requirement.</p>		
<p>Section 8: The attached MBD8 must be completed for each tender and be attached as a requirement.</p>		
<p>Section 9: The attached MBD9 must be completed for each tender and be attached as a requirement.</p>		
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <p>i) 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>ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;</p>		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

SECTION T2.2.23: FORM W: CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION PRINT OUT
--

The tenderer must submit a print out of proof of registration with the Central Supplier Database (CSD) (**not older than 5 days prior bid closure**) certificate together with the Bid.

The proof of registration may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the document is not included in the document, the tender will be regarded as being NON-RESPONSIVE.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.24: FORM X: COMPULSORY ENTERPRISE QUESTIONNAIRE

COMPULSORY ENTERPRISE QUESTIONNAIRE																					
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.																					
Section 1: Name of enterprise:																					
Section 2: VAT registration number, if any:																					
Section 3: CIDB registration number, if any:																					
Section 4: Particulars of sole proprietors and partners in partnerships																					
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 33%;">Name*</th> <th style="width: 33%;">Identity number*</th> <th style="width: 33%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <p style="margin-top: 5px;">* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</p>				Name*	Identity number*	Personal income tax number*															
Name*	Identity number*	Personal income tax number*																			
Section 5: Particulars of companies and close corporations																					
Company registration number																					
Close corporation number																					
Tax reference number																					
Section 6: Record of service of the state																					
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:																					
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> 1. a member of any municipal council <input type="checkbox"/> 2. a member of any provincial legislature 3. a member of the National Assembly <input type="checkbox"/> or the National Council of Province 5. a member of the board of directors of any municipal entity <input type="checkbox"/> <input type="checkbox"/> 7. an official of any municipality or municipal entity <input type="checkbox"/> </div> <div style="width: 50%;"> 4. an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) 6. a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> 8. an employee of Parliament or a provincial legislature <input type="checkbox"/> </div> </div>																					
If any of the above boxes are marked, disclose the following: (insert separate page if necessary)																					
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th> <th rowspan="2" style="width: 35%;">Name of institution, public office, board or organ of state and position held</th> <th colspan="2" style="width: 30%;">Status of service (tick appropriate column)</th> </tr> <tr> <th style="width: 15%;">current</th> <th style="width: 15%;">Within last 12 months</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p style="margin-top: 5px;">* Insert separate page if necessary</p>				Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)		current	Within last 12 months												
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)																			
		current	Within last 12 months																		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

- | | |
|--|--|
| 9. a member of any municipal council <input type="checkbox"/> | 12. an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| 10. a member of any provincial legislature | |
| 11. a member of the National Assembly <input checked="" type="checkbox"/> the National Council of Province | 14. a member <input type="checkbox"/> of an accounting authority of any national or provincial public entity <input type="checkbox"/> |
| 13. a member of the board of directors of any municipal entity <input type="checkbox"/> <input type="checkbox"/> | 16. an employee of Parliament or a provincial legislature <input type="checkbox"/> |
| 15. an official of any municipality or municipal entity <input type="checkbox"/> | |

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

* Insert separate page if necessary

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

1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
2. confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
3. 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;
4. 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;
5. Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

SECTION C1

THE CONTRACT

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



BID NO.:BM17/24/25
CIDB GRADING: 4GB or Higher

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

C. AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety

Part C2: Pricing Data

- C2.1 Pricing Instructions

Part C3: Scope of Work

- C3.1 Scope of Work

Part C4: Site Information

- C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BID NO.:BM17/24/25
CIDB GRADING: 4GB or Higher

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

C1 AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT) OFFER

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder 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);

(in figures),

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name and Signature
of Witness

Date

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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

Section 1.1 (which includes this Agreement)

Section 1.2 (which includes this Agreement)

Section 2 Form of Bid

And drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfill 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name and Signature
Of Witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid 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 _____

6 Subject _____

Details _____

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

FOR THE TENDERER:

Signature(s) _____
Name(s) _____
Capacity _____

(Name and address of organization)
Name and Signature
Of Witness _____
Date _____

FOR THE EMPLOYER:

Signature(s) _____
Name(s) _____
Capacity _____

(Name and address of organization)
Name and Signature
Of Witness _____
Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

A. GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works *General Conditions of Contract (GCC 2015, 3rd Edition)*"

Documents can be ordered from SAICE who can be contacted through their website www.saice.org.za.
Physical address: SAICE House, Block 9, Thorn hill Office Park, Bekker Street, Midrand, Johannesburg.
Telephone number: (011) 805 5947.

funder "Special Conditions of Contract".

B. SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

DATA PROVIDED BY THE EMPLOYER

Clause	Data
	Definitions The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:
SCC 1.1.15	Amend the definition of "Commencement Date" to read as follows: "Commencement Date" means the date on which the Contractor is given right of access to the site or such other date as specified in the letter of acceptance or in the written notice to the Contractor in terms of Clause 5.3 and Clause 5.4 of the GCC 2015.
SCC 1.1.1.13	The Defects Liability Period for the works is Twelve (12) months from the date of the Certificate of Completion.
SCC 1.1.1.14	The Overall Works shall be completed within 3 Months from the commencement date.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data																																																
SCC 1.1.1.15 1.2.1.2	The Name of the Employer is BLOUBERG MUNICIPALITY The address of the Employer is: BLOUBERG MUNICIPALITY Head Office, Second Building, Mogwadi/Senwabarwana Road P.O Box 1593 Senwabarwana 0790																																																
1.1.1.16 1.1.1.17 1.2.1.2	The Name of the Employer's Agent is OltaTech Consulting The Name of the Employer's Representative is Mr. L. Ratshisuka The address of the Engineer is: 11 Pierre Street, Office No 6, Bendor, Polokwane, 0699 Telephone: (015) 291 0775																																																
SCC 1.1.1.26 1.1.1.27	The Pricing Strategy is a Re-measurement Contract																																																
3.3.1	<p>The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table><tr><th>GCC Clause No</th><th>Description</th><th>Requires EAWA*</th><th>Delegated to ER*</th></tr><tr><td>3.3.1</td><td>Employers Agent's Representative appointment and termination</td><td>Y</td><td></td></tr><tr><td>3.3.4</td><td>Employers Agent's Representative acting on Engineer's behalf</td><td>Y</td><td></td></tr><tr><td>4.5.4</td><td>Payment for notices and fees</td><td>Y</td><td></td></tr><tr><td>4.7.1</td><td>Fossils, etc. on Site</td><td>Y</td><td></td></tr><tr><td>5.7.2</td><td>Work at night</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Acceleration of rate of progress</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Payment for acceleration</td><td>Y</td><td></td></tr><tr><td>5.9.1</td><td>Instructions and drawings on Commencement Date</td><td></td><td>Y</td></tr><tr><td>5.11.1</td><td>Suspension of the Works</td><td></td><td>Y</td></tr><tr><td>5.11.3</td><td>Proceeding with Works after suspension</td><td>Y</td><td></td></tr><tr><td>5.12.4</td><td>Acceleration instead of extension of time</td><td>Y</td><td></td></tr></table>	GCC Clause No	Description	Requires EAWA*	Delegated to ER*	3.3.1	Employers Agent's Representative appointment and termination	Y		3.3.4	Employers Agent's Representative acting on Engineer's behalf	Y		4.5.4	Payment for notices and fees	Y		4.7.1	Fossils, etc. on Site	Y		5.7.2	Work at night	Y		5.7.3	Acceleration of rate of progress	Y		5.7.3	Payment for acceleration	Y		5.9.1	Instructions and drawings on Commencement Date		Y	5.11.1	Suspension of the Works		Y	5.11.3	Proceeding with Works after suspension	Y		5.12.4	Acceleration instead of extension of time	Y	
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data			
	5.13.2	Reduction in penalty		Y
	6.3.1	Variation orders	Y	
	6.3.2.1	Confirmation of a Variation Order	Y	
	6.4.1.4	Day works as a Variation Order	Y	
	6.5.2	Materials for day works	Y	
	6.8.2	Contract Price Adjustment to apply	Y	
	6.8.3	Price adjustment for special material	Y	
	6.8.4	Costs due to changes in legislation	Y	
	6.11.1	Variations exceeding 20%		Y
	8.2.2.2	Damage due to excepted risks		Y
	10.1.5	Consultation on Contractor's claim	Y	Y
	10.1.5	Ruling on Contractor's claim	Y	N
	<p>*The following abbreviations apply:</p> <p>EAR Employers Agent's Representative</p> <p>EAWA Employers Agent's Written Action</p> <p>ER Engineer's Representative</p> <p>N No</p> <p>NA Not Applicable</p> <p>Y Yes</p>			
SCC 4.1.2	<p>Add the following:</p> <p>"When completed, the parts of the works designed by the Contractor, to the extent specified in the Contract, shall be fit for the purposes for which the Works are intended"</p>			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 4.4.1	<p>Add the following:</p> <p>The Contractor is to submit to the Employer's Agent in writing a request for appointment of a sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:</p> <ul style="list-style-type: none"> • Previous experience • Work which will be sub-contracted to him/her <p>Before the Employer's Agent in terms of Clause 6.10 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction works (2015, 3rd Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:</p> <ul style="list-style-type: none"> • Informs the Employer's Agent in writing that he has reasonable cause for withholding or refusing such payment; and • Submits to the Employer's Agent reasonable proof that he has so informed such sub-contractor in writing.
SCC 4.5.4	<p>Add the following paragraph at the end of Clause 4.5.4:</p> <p>The fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5.1 shall not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Schedule of Quantities.</p>
SCC 4.11.1	<p>Add the following paragraphs after the last paragraph of Sub-Clause 4.11.1:</p> <p>The Employer may in respect of certain categories of work, prescribe minimum employment conditions applicable to the employees of the Contractor and the Contractor shall comply therewith for the duration of the Contract.</p> <p>On the request of the Engineer the Contractor shall provide proof that he complies in all respects with the said conditions.</p>
SCC 4.9.1	<p>Add the following:</p> <p>"All equipment and plant on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards. Should any equipment or plant, in the opinion of the Employer's Agent, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Employer's Agent may instruct the Contractor to replace such equipment or plant."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 5.3.1	Add the following to 5.3.1: The documentation required before Commencement of the Works are: <ul style="list-style-type: none"> • Health & Safety Plan (Refer to Cl. 4.3) • Initial Program (Refer to Cl. 5.6) • Security (Deed of Guarantee) (refer to Cl. 6.2) • Insurances (Refer to Cl. 8.6) • Organogram and CVs which conforms to the tendered specifications
SCC 5.3.1	Add the following: Commencement of the Works shall be within 14 days from the Site Hand-Over Date on condition that the construction permit is in place. In the event of delays due to issuance of construction permit after the site handover has been done, the commencement of works shall be immediately after the construction permit has been issued on condition that other contractual requirements have been met.
SCC 5.3.3	Add the following: The time to submit the documentation required before Commencement of the Works execution is 07 days
SCC 5.4.1	Add the following: The Commencement Date shall be the date the contractor is given possession of site.
SCC 5.8.1	Add the following: The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on 15 December 2024 and ends on 9 January 2025.
SCC 5.9.1	Add the following after the end of the first paragraph of Clause 5.9.1: "Three sets of paper prints of all drawings, one copy of this document plus a copy of the signed Contract document shall be issued free of charge to the Contractor. The Contractor shall pay at the cost of reproduction for any additional copies as he shall reasonably require. All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer on completion of the Contract".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data																																										
SCC 5.9.7	<p>Insert the word “timeously” after the words “he shall” in the second line.</p> <p>Add the following after the first paragraph: “He shall allow a reasonable time for the Engineer to check the drawings submitted for approval. The Contractor shall not be entitled to make a claim for delays caused as a result of his drawings not being submitted timeously or as a result of his drawings not being approved by the Engineer due to shortcomings in the drawings or details submitted by the Contractor.”</p>																																										
SCC 5.12	<p>Add the following:</p> <p>"Normal rainfall is not regarded as 'abnormal climatic conditions' which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and program. Extension of time for abnormal rainfall shall be considered as set out in the Project Specification."</p> <p>RAINFALL RECORDS FOR PERIOD: RAINFALL STATION:</p> <table><tr><th>MONTH</th><th>AVERAGE PRECIPITATION (mm)</th><th>DAYS</th></tr><tr><td>January</td><td>43</td><td>10</td></tr><tr><td>February</td><td>27</td><td>8</td></tr><tr><td>March</td><td>25</td><td>8</td></tr><tr><td>April</td><td>10</td><td>4</td></tr><tr><td>May</td><td>3</td><td>1</td></tr><tr><td>June</td><td>2</td><td>1</td></tr><tr><td>July</td><td>1</td><td>0</td></tr><tr><td>August</td><td>1</td><td>0</td></tr><tr><td>September</td><td>4</td><td>2</td></tr><tr><td>October</td><td>15</td><td>5</td></tr><tr><td>November</td><td>38</td><td>9</td></tr><tr><td>December</td><td>46</td><td>12</td></tr><tr><td>Year</td><td>215</td><td>60</td></tr></table> <p>Add the following paragraphs to sub-clause 5.12.2.4:</p> <p>"Labour disruptions on a regional or national level due to political unrest, organized mass action or related incidents shall be considered to be beyond the Contractor's control.</p> <p>Any strike within the confines of the Contractor's company and/or this project only, shall be deemed to be within the Contractor's control.</p> <p>Any additional statutory holidays proclaimed after the closing date of Tenders over and</p>	MONTH	AVERAGE PRECIPITATION (mm)	DAYS	January	43	10	February	27	8	March	25	8	April	10	4	May	3	1	June	2	1	July	1	0	August	1	0	September	4	2	October	15	5	November	38	9	December	46	12	Year	215	60
MONTH	AVERAGE PRECIPITATION (mm)	DAYS																																									
January	43	10																																									
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June	2	1																																									
July	1	0																																									
August	1	0																																									
September	4	2																																									
October	15	5																																									
November	38	9																																									
December	46	12																																									
Year	215	60																																									

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	<p>above the statutory holidays which existed at the time of tendering.</p> <p>A delay caused by inclement weather conditions will be regarded as a delay only if is abnormal or over above the normal historically recorded data and, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working program of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his program of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>SCC 5.12.2.1</p>	<p>Add the following:</p> <p>Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> <p>Accurate rain gauging shall be taken at a suitable point on the site daily at 8:00 unless otherwise agreed to by the engineer and the contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.</p> <p>Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the contractor shall accommodate in his program, and for which no extension of time will be considered.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 5.13.1	<p>Add the following:</p> <p>The penalty for failing to complete the works</p> <p>Is; Penalty = R10000.00 per day.</p>
SCC 5.14.1	<p>Add the following</p> <p>The requirement for achieving practical completion are;</p> <p>a) The stage at which the works is sufficiently completed to make occupation possible and so determine that the building is usable or fit for purpose while the contractor 'finishes off' minor works. This means the building should be structurally complete, with all major systems such as electrical, plumbing, and HVAC fully installed and operational.</p>
SCC 5.15.1	<p>Add the following after the first paragraph of Clause 5.15.1:</p> <p>"The waste material resulting from the Works, including demolished walls, trees, brush, rubbish, building rubble, fences and all other objectionable material shall be removed and disposed of at a legal spoil site found by the Contractor and approved by the Employer's Agent. All re-usable material shall be stacked in accordance with the Employer's Agent's instructions. The burning of combustible material on Site shall not be allowed.</p> <p>On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense. The contractor should include in his rates for demolition of such structures, the cost of hauling the spoil materials to the approved dump site in Blouberg Municipality"</p>
SCC 5.16.3	<p>Add the following</p> <p>The latent defect period is 10 (Ten) years for civil engineering works and 5 (five) years for building works (1 year for Electrical works)</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 6.2.1	<p>Add the following:</p> <p>The Security to be provided by the Contractor shall be the Performance guarantee liability of 10 % of the Contract Sum. This guarantee shall be delivered within 14 days of the Commencement Date.</p> <p>The municipality does not or will not provide insurance. A Deed of Suretyship issued by either an associate company of the Contractor or a private person or persons, is not acceptable. The contractor shall receive no payment until proof of acceptable Suretyship has been submitted. The employer's agent reserves their right to conduct due diligence in verifying the validity of the construction guarantee or surety.</p>
SCC 6.2.2	<p>Add the following:</p> <p>The Form of Guarantee is to contain the wording of the pro-forma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).</p> <p>Form of Guarantee: construction guarantee: the successful bidder will be required to submit a construction guarantee that is equal to 10% of the total contract value all-inclusive and must be submitted to the SCM office within 14 working days from date of appointment. Only original guarantees issued by an accredited and registered financial institution will be accepted and will only be released on final completion of works.</p>
SCC 6.5.1.1	<p>Add the following:</p> <p>" Net cost of materials" referred to in sub-clause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect.</p>
6.8.2	<p>Contract Price Adjustment: Is applicable after twelve (12) months from the date of commencement.</p> <p>In the unlikely event that CPA is required, price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> $f = (1 - x) \left(a \frac{Lt}{Lo} + b \frac{Pt}{Po} + c \frac{Mt}{Mo} + d \frac{Ft}{Fo} - 1 \right)$ <p>SCHEDULE WITH THE FOLLOWING VALUES. THE VALUE OF "X" IS 0.15 THE VALUE OF THE COEFFICIENTS ARE: a = 0.25 (LABOUR) b = 0.15 (CONTRACTOR' S EQUIPMENT) c = 0.55 (MATERIAL) d= 0.05 (FUEL)</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	THE URBAN AREA NEAREST TO THE SITE IS Polokwane THE BASE MONTH IS THE MONTH PRIOR TO THE CLOSING OF THE BID. FOR PERIOD LONGER THAN 12 MONTHS THE BASE MONTHS MUST BE READ IN CONJUNCTION WITH PRICING DATA SECTION
SCC 6.9.1	<p>Add the following on last paragraph:</p> <p>All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Client's Representatives approval of such material must be gained before use thereof.</p> <p>The plant fabricated and stored at manufactures location shall be only deemed Employer's property and due for payment of 80% only when the contractor has provided the employer with the advance payment guarantee for the safekeeping and storage on behalf of the employer.</p>
SCC 6.10	<p>Add the following sub-clause after Clause 6.10.1.8</p> <p>SCC 6.10.1.9 Payment for the labour-intensive component if the works</p> <p>Payment for the works identified in the Scope of the Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of the work. Any non-payment for such work shall not relieve the Contractor in any way from his obligations either in contract or in delict."</p>
SCC 6.10.1.5	<p>Add the following:</p> <p>The percentage advance on materials not yet built into the Permanent Works but received on site is 80 %.</p>
SCC 6.10.3	<p>Add the following:</p> <p>The percentage retention on the amounts due to the Contractor is 10%.</p>
SCC 6.10.3	<p>Add the following:</p> <p>The limit of retention money is 10 % of the contract value.</p>
SCC 6.10.4	In the third sentence replace "28" with "30".
SCC 6.11	This Cause shall not apply to this Contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 7.2.1	<p>Add the following:</p> <p>All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Employer's Agents approval of such material must be gained before use thereof.</p>
SCC 7.4.4	<p>Replace the comma after the word "them" in the last line of sub-clause 7.4.4.1 with a full stop and replace the word "and" with the following:</p> <p>"The cost of all tests and testing required as part of the Contractor's own quality control program, whether particularized or not, shall be deemed to have been allowed for in his tender; and"</p>
SCC 8.1.2	<p>Add the following additional paragraphs at the end of the first paragraph:</p> <p>"The Contractor shall confine his operation to as small an area of the Site as may be practical for the purpose of constructing the Works.</p> <p>Only those trees and shrubs directly affected by the Works and such others as the Employer's</p> <p>Agent may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent."</p> <p>The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees."</p>
8.3.1.4	<p>Excepted Risks: The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works. Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organizations or entities that may result in slowing down or partial or total stoppage of the works.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
8.6	<p>CLAUSE 8.6 ADD THE FOLLOWING:</p> <p>“Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion -</p> <p>(i) Contract Works Insurance;</p> <p>(ii) Public Liability Insurance;</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;</p> <p>in the name of the Contractor (including all Sub-Contractors) and Blouberg Municipality’s insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to Vhembe District Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall affect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued.”</p> <p>The contractor shall be requested to submit Letter of Good Standing as issued by the department of labour prior commencement of the works.</p> <p>ADD THE FOLLOWING:</p> <p>"In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the Blouberg Municipality, and the claim submitted shall cover all costs to repair and make good. The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the Blouberg Municipality who will pay such amounts to the Contractor on certificate of the Engineer as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 8.6.1.5	<p>Add the following:</p> <p>In addition to the insurances required in terms of the GCC Clauses 8.6.1.1 to 8.6.1.4 the following is also required:</p> <p>Add to 8.6.1.</p> <p>The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether nominated or otherwise) for an amount of R2 million per occurrence against the liability stated in Sub-Clause 8.6.1.</p>
SCC 8.6.1.1.2	<p>Add the following:</p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is nil.</p>
SCC 8.6.1.1.3	<p>Add the following:</p> <p>The required insured amount to cover professional fees for repairing damaged infrastructure and equipment and loss of time on the construction schedule is to be 15% of the contract value.</p>
SCC 8.6.1.3	<p>Add the following:</p> <p>The limit of indemnity for liability insurance is 10 % of contract value.</p> <p>Public Liability Insurance to a minimum of R 2million to be provided.</p>
SCC 8.6.1.4	<p>Payment for labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</p>
SCC 8.6.1.5	<p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
SCC 8.6.1.6	<p>Applicable Labour Laws</p> <p>The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programs, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.
SCC 10.1	<p>Add the following additional sub-clause:</p> <p>"10.1.6 Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1"</p>

C. LABOUR INTENSIVE CONSTRUCTION WORKS

Payment for the labour-intensive component of the works

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

Applicable labour laws

The Ministerial Determination, Special Public Works Program, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R949 of 22 October 2010 or latest, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1. Introduction

1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Program (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP project

1. Definitions

In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (a) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- (c) “worker” means any person working in an elementary occupation on an EPWP;
- (b) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

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- (b) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (c) "task" means a fixed quantity of work;
- (d) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (e) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (f) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 1. Workers on an EPWP are employed on a temporary basis.
- 2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 1. An employer may not set tasks or hours of work that require a worker to work–
 - a) more than forty hours in any week
 - (b) on more than five days in any week; and
 - (a) for more than eight hours on any day.
- 2. An employer and worker may agree that a worker shall work four days per week. The worker may then work up to ten hours per day.
- 4. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.
- 5. Meal Breaks
- 6. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
 - 1. An employer and worker may agree on longer meal breaks.
 - 7. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
 - 8. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked, must be paid if the worker is required to work or to be available for work during the meal break

5. Special Conditions for Security Guards

- 2. A security guard may work up to 55 hours per week and up to eleven hours per day.
 - 1. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

2. Daily Rest Period

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

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3. Weekly Rest Period

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

4. Work on Sundays and Public Holidays

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

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

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

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

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

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

(c) Sick Leave

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

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

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

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

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

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

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

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

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

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

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10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.
10. Maternity Leave
 1. A worker may take up to four consecutive months' unpaid maternity leave.
 2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
11. A worker must give her employer reasonable notice of when she shall start maternity leave and when she shall return to work.
12. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
3. A worker may begin maternity leave –
 - (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii) if agreed to between employer and worker; or
 - (a) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
13. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.
11. Family responsibility leave
 7. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
 - (e) when the employee's child is born;
 - (f) when the employee's child is sick;
 - (a) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (i) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
 - (ii) Statement of Conditions
8. An employer must give a worker a statement containing the following details at the start of employment –

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- (g) the employer's name and address and the name of the EPWP;
 - (h) the tasks or job that the worker is to perform; and
 - (d) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (i) the worker's rate of pay and how this is to be calculated;
 - (j) the training that the worker shall receive during the EPWP.
9. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
10. An employer must supply each worker with a copy of these conditions of employment.
11. Keeping Records
12. Every employer must keep a written record of at least the following –
- (k) the worker's name and position;
 - (l) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (a) in the case of a time-rated worker, the time worked by the worker;
 - (m) payments made to each worker.
10. The employer must keep this record for a period of at least three years after the completion of the EPWP.
11. Payment
13. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
2. A task-rated worker shall only be paid for tasks that have been completed.
14. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
14. A time-rated worker shall be paid at the end of each month.
- 14,5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
6. Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (a) in a sealed envelope which becomes the property of the worker.
7. An employer must give a worker the following information in writing –
- 1. the period for which payment is made;
 - 2. the numbers of tasks completed or hours worked;
 - 1. the worker's earnings;
 - 3. any money deducted from the payment;
 - 4. the actual amount paid to the worker.

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1. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
2. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
15. Deductions
 15. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
 16. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
 17. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
 15. An employer may not require or allow a worker to –
 - (n) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (b) pay the employer or any other person for having been employed.
16. Health and Safety
 18. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
 16. A worker must –
 - (o) work in a way that does not endanger his/her health and safety or that of any other person;
 - (p) obey any health and safety instruction;
 - (c) obey all health and safety rules of the EPWP;
 - (q) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
 - (f) Compensation for Injuries and Diseases
 19. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
 17. A worker must report any work-related injury or occupational disease to their employer or manager.
 18. The employer must report the accident or disease to the Compensation Commissioner.
 20. An employer must pay a worker who is unable to work because of an injury caused by

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an accident at work 75% of their earnings for up to three months. The employer shall be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

- 21. Termination
- 22. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 19. A worker shall not receive severance pay on termination.
- 23. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 24. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work shall have terminated the contract. However, the worker may be re- engaged if a position becomes available for the balance of the 24-month period.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

20. Certificate of Service

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

- (r) the worker's full name;
- (s) the name and address of the employer;
- (d) the EPWP on which the worker worked;
- (t) the work performed by the worker;
- (u) any training received by the worker as part of the EPWP;
- (e) the period for which the worker worked on the EPWP;
- (v) any other information agreed on by the employer and worker.

D. SIGNING OF A SERVICE LEVEL AGREEMENT

The successful Contractor shall sign a Service Level Agreement (SLA) with the Blouberg Municipality after being appointed. Pro-forma of the SLA is included as part of SECTION 1: LIST OF CONTRACT DOCUMENTS after page 1-2 of this document.

E. SUB-CONTRACTING TO LOCAL EMEs or QSEs

In line with the Preferential Procurement Regulations, 2017 as set out in the Regulations Gazette No. 10684 as published in the Government Gazette Volume 619, No. 40553 of 20 January 2017, the successful Tenderer must sub-contract a minimum of 30% of the Value of the Works under this Contract to one or more EME or QSE in any of the following categories –

- A. an EME or QSE;
- B. an EME or QSE who is at least 51% owned by black people;
- C. an EME or QSE who is at least 51% owned by black people who are youth;
- D. an EME or QSE who is at least 51% owned by black people who are woman;
- E. an EME or QSE who is at least 51% owned by black people with disabilities;
- A. an EME or QSE who is at least 51% owned by black people in rural or underdeveloped areas or townships;
- F. a cooperative which is at least 51% owned be black people;
- G. an EME or QSE who is at least 51% owned by black people who are military veterans;

Tenderers must indicate in the schedule provided under the returnable documents which portions of the Works will be subcontracted as well as the value thereof. Failing to do so shall lead to disqualification of the Tender. Please refer to SECTION 9 Page P9 – 24: Q. SCHEDULE OF WORK TO BE SUB- CONTRACTED

A list of local service providers approved by National Treasury will be made available to the appointed Contractor, who will, through an internal tender process, select the successful tenderers and appoint them as EME's or QSE's to execute a minimum of 30% of the Work.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

CONDITION OF CONTRACT

The General Conditions of Contract for Construction Works (3rd Edition 2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947).

Sub- Clause	Data
1.1.1.9	<p>The Contractor is:</p> <p>Name:</p> <p>The Address of the Contractor is:</p> <p>Address (physical):</p> <p>Address (postal):</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>

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	<p>Contractors Representative</p> <p>Name:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>
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Employer

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Witness 2

C1.3 FORM OF GUARANTEE

C1.3 Construction Guarantee (Pro-Forma)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means
Physical address
.....

Guarantor's signature 1 Capacity

Guarantor's signature 1 Capacity
.

Employer means **BLOUBERG MUNICIPALITY**

Contractor means

Agent means **OLTATECH CONSULTING**

Works means **CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE**

Site means

Agreement means the General Conditions of Contract for Construction Works 2015

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

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Witness 2

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2 The Guarantor hereby acknowledges that:

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

- 2.2 Its obligation under this Guarantee is restricted to the payment of money.

- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

- 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

- 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

- 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's
Signatory 1 Guarantor's
Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance

NB: List of institutions is not limited to the above mentioned; the tenderer may use any other accredited institution to offer contract sureties.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the BLOUBERG MUNICIPALITY

This agreement is between:

THE CONTRACTOR:

Herein represented by

In his capacity as..... Being duly authorized hereto hereinafter referred to as “contactor”.

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:

Registration Number:

CEO : Name:

ID Number:

Physical Address:

.....

And the

BLOUBERG MUNICIPALITY

(Hereinafter referred to as “the Municipality”)

1. DEFINITIONS

- 1.1

CONTRACTOR

Means the “Contractor” as defined in the “Principal Contract”
Annexed hereto in his capacity as mandatory.
- 1.2

MANDATORY

Includes an agent, contractor or subcontractor for work to be done or service rendered,
but without derogating from his status in his own right as an employer of people or user
of equipment, machinery, tools or materials.
- 1.3

THE PRINCIPAL
CONTRACT

Means the contract annexed hereto as annexure “A”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 1.4 **MUNICIPALITY** Means the BLOUBERG MUNICIPALITY
5. **RISK CONTROL OFFICER** A person appointed in writing by the Municipality
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas the Municipality and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify the Municipality against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both the Municipality and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for the Municipality within the jurisdictional area of the Municipality and on any premises, which are owned, rented or developed by the Municipality.
- 2.3 The Municipality acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The "Contractor" hereby indemnifies the "Municipality" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2014 as promulgated on 7 February 2014, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 37305 and Regulation Gazette No. 10113. See Annexure B.
2. The Health Act 63 of 1977.
- 3.1.3 Road Traffic Act 29 of 1989 (as amended).
- 3.1.4 Environment Conservation Act 73 of 1989.
- 3.1.5 The National Water Act 36 of 1998.
- 3.1.6 The Criminal Procedure Act 51 of 1977.
- 3.1.7 The Explosives Act 26 of 1956.
- 3.1.8 The Arms and Ammunition Act 75 of 1969.
- 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
- 3.1.10 The Labour Relations Act 66 of 1995.
- 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
- 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
- 3.1.13 Standards Act 29 of 1993.
- 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
15. Any other health and safety standard prescribed by the "Municipality".
16. COVID 19 Mitigation Regulations available at the time of appointment

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Municipality" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Municipality" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Municipality" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Municipality" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The "Municipality" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Municipality's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Municipality" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Municipality".
2. Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the "Municipality".
- ii) Approval has been obtained from the "Municipality" to perform the work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

7. MACHINE VALANCES, PROTECTION AN FENDING

- 7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc. without the written permission of “Municipality” if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to “the Municipality” may be used without written permission from “the Municipality”.
- 8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to “the Municipality” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “the Municipality” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to “the Municipality” for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from “the Municipality” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported, sand the proposed support work must be submitted to the Department of Labour (OHS) and “the Municipality” for approval.
- 9.5 Written permission must be obtained from “the Municipality” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
 - (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency “the Municipality’s” Ambulance / Fire Department or emergency services may be contacted at

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11. FLAMMABLE LIQUIDS

1. The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The “Contractor’s” employees must be informed of “the Municipality’s” fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

- 12.1 The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The “Contractor” is warned that any act(s) leading to damage or loss of employees of the “Contractor” or the “the Municipality” shall not be tolerated. The “the Municipality” may (without any reason) demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.

14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “the Municipality” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday toThe “the Municipality” shall further be provided with a written report relating to any incident.
- 14.2 The “the Municipality” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.
- 14.3 The “Contractor” undertakes to report to “the Municipality” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

- 15.1 The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and “the Municipality” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

16. SERVICE INTERRUPTION

1. Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from “the Municipality”, before such work commences. The “Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Municipality”.

17. CONFIDENTIALITY

- 17.1 The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Municipality”.
- 17.3 The “Contractor” shall not put up any advertisements or billboard at the site without permission.
- 17.4 The “Contractor” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Municipality”, or have photographs taken, published or let it be published.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

18. CONTRACT SITE AND PRESERVATION

- 18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "the Municipality", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "Municipality" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "the Municipality" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor- "

- 22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;
- 22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "the Municipality" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;
- 22.1.3 shall indemnify the "Municipality" against any or all liability which may be incurred by the "Municipality" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "the Municipality" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Municipality" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.
- 22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Municipality" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "the Municipality", upon demand, all costs and expenses incurred by "the Municipality", in order to execute or have the said orders executed.
- 22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Municipality" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

23. “CONTRACTOR” IDENTIFICATION BOARD

23.1 The “Contractor” shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name
- On behalf of which division/department the work is being done
- The contact number and name of the person representing the “Contractor”
- The contact number and name of the person representing “Municipality”

24. ACKNOWLEDGEMENT

24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

1.
2.

THE MUNICIPALITY

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE DEPARTMENT

1.
2.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

INDEMNITY CERTIFICATE

Contractor : _____
Employer : BLOUBERG MUNICIPALITY
Contract : _____

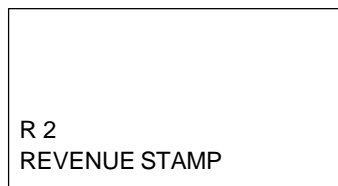
I/we _____ Hereafter the "Contractor"

"Contractor" hereby indemnifies the Municipality against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Municipality", as well as of any loss or damage which the "Municipality" suffers or expenditure the "Municipality" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Municipality" suffers.

THUS, done and signed at on this day of..... 20....

WITNESSES:

1.
2.
CONTRACTOR
MUNICIPALITY



ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

.....Contractors, acknowledge receipt

Of a copy of the municipality's safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON 20....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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I,.....accept the abovementioned appointment, and declare that I am familiar with the contents of the Department Safety Manual for contractors.

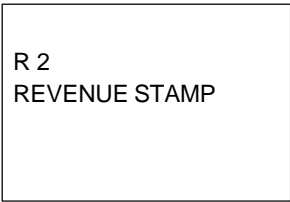
CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 200....

SIGNATURE:

WITNESSES: 1.
2.

A copy of this certificate shall be submitted to the “Municipality” before any work commences.



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2:

SECTION C2.1: PRICING INSTRUCTIONS

GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents which includes the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

The schedule has to be completed in black ink and the tendered is referred to the Conditions of Tender in regard to the correction of errors.

DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 2004 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and each Particular Specification, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and subject to re-measuring during the execution of the work. Where quantities or sums are indicated as "Provisional" the Employer reserves the right to adjust the quantity or sum upwards or downwards as necessary, or the item can be omitted altogether. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

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

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

PRICING OF THE SCHEDULE

The prices and rates to be inserted in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or which already have Provisional Sums affixed thereto. If the Contractor omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words, "rate only", appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

No quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Conditions of Tender the Tenderer may be asked to reconsider any such rates which the Employer may regard as imbalanced.

All rates are deemed to have included the full requirements of health and safety including Environmental compliances

All rates and amounts quoted in the Schedule of Quantities shall be in Rand and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities.

CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015 3rd Edition, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

The contract Price Adjustment (CPA) happens periodically based on the calculated fluctuations. The adjusted amount will be added to the original contract price.

CONSTRUCTION USING LABOUR INTENSIVE CONSTRUCTION METHODS

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7.2. Payment for items which are designated to be constructed labour-intensively will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C2.2: PROVISIONAL BILLS OF QUANTITIES

Please note that it is mandatory to submit the complete Priced Bills of Quantities with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and PERMANENT BLACK INK.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



PROJECT NAME: COMPLETION OF AVON MULTI-PURPOSE COMMUNITY CENTRE

CONTRACT No: BM17/24/25

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION NO 1</u>				
	<u>BILL NO. 1</u>				
	<u>PRELIMINARIES</u>				
	FIXED" CHARGES" AND" VALUE" RELATED" ITEMS				
	<u>Fixed" Charges</u>				
1	Contractual Requirements	SUM	1		
2	Insurance of works, etc. and damage to persons and property	SUM	1		
3	Workman's Compensation	SUM	1		
4	Proving of existing services	SUM	1		
5	Dealing with water (subclause 5.5)	SUM	1		
6	Ablution and Latrine Facilities	SUM	1		
7	Tools and Equipment	SUM	1		
8	Water Supplies,Electric Power and Communications	SUM	1		
9	Contract Nameboard	SUM	1		
10	Establishment of Facilities on the Site	SUM	1		
11	Removal of Site Establishment	SUM	1		
12	Other Fixed Charge Obligations	SUM	1		
13	Health & Safety Requirements (H&S file and H&S officer)	SUM	1		
14	Environmental Requirements (compliance with EMP requirements)	SUM	1		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>TIME" RELATED" ITEMS</u>				
15	Contractual Requirements	SUM	1		
16	Protection of Underground Services	SUM	1		
17	Supervision for Duration of Contract	SUM	1		
18	Setting Out	SUM	1		
19	Security	SUM	1		
20	Accomodation	SUM	1		
	<u>Facilities" for" Contractor" for" the" duration" of" Construction,except" where" otherwise" stated</u>				
21	Offices and storage sheds	SUM	1		
22	Workshops	SUM	1		
23	Allow for work to be Undertaken by a Nominated Laboratory for Testing of Materials as Directed by Engineer	SUM	1		
	<u>DAYWORKS</u>				
24	Labour	SUM	1		
25	Plant	SUM	1		
26	Material	SUM	1		
	<u>Personal Protective Equipment for EPWP labour force</u>				
27	Providing the required Personal Protective Equipment for EPWP labour force: Your rate to include all below item and profit for EPWP labour force: Targeted minimum a) Overalls b) Gloves c) Dust Masks d) Ear Protection e) Hard Hats f) Reflective Vests g) Steel toe capped safety boots h) Other identified in the risk assessment	No	10		
28	Outstanding local wages and costs	Sum	1	54 100.00	54 100.00

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>Remuneration of the Project Liaison</u>				
29	(a) Project Liaison Officer	Mon	3	5 000.00	15 000.00
30	(b) SHE Rep	Mon	3	4 000.00	12 000.00
31	(c) PSC Sitting for the monthly meetings	Mon	3	1 000.00	3 000.00
	<u>Training required for personnel on site:</u>	Sum	1	12 000.00	12 000.00
32	a) Health and Safety Representative				
33	b) First Aider				
34	c) Emergency Rescue				
35	d) Hazard Identification				
36	e) Training of personnel working at heights				
37	f) Construction Plant Training				
38	g) Legal Liability				
39	h) COIDA Act				
40	i) Scaffold erector and inspector				
41	j) Other identified in risk management				
	<u>Ceremony</u>				
42	Allow for opening ceremony upon completion of the project	Sum	1	30 000.00	30 000.00
Subtotal Section 1 Bill 1					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><u>SECTION NO 2</u></p> <p><u>BILL NO 7</u></p> <p><u>CARPENTRY AND JOINERY (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>For preambles see "Specifications of materials and methods to be used - PW371-A" as issued by the Department of Public Works</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Joinery</u></p> <p>Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include pelleting of screw and bolt holes</p> <p><u>Fixing</u></p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted", the bolts are measured elsewhere</p> <p><u>Decorative laminate finish</u></p> <p>Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</p> <p><u>PREFABRICATED TIMBER TRUSSES</u></p> <p>TRUSSESAll trusses are to be fabricated in a factory by specialists approved by the Architect.</p> <p>TIMBERTimber for trusses to be South African softwood and shall be in accordance with the grades as defined in SABS Specification No 563 or as defined in SABS Specification No 1245.</p> <p>METAL CONNECTOR PLATEThe metal connector plates shall be fabricated out of not less than 1mm thick drawn galvanized steel.</p> <p>The steel shall have a minimum yield strength of 228 Mpa and a minimum ultimate tensile strength of 330 Mpa.The corrosive resisting coating shall be not less than 275g/m2 class C hot dipped galvanizing as per SABS 934 before stamping.</p> <p>The permissible load to be transmitted in the South African Pine by the connector plates shall be obtained from the results of tests carried out by a recognised authority such as the National Timber Research Institute of the CSIR.</p>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TRUSS CONSTRUCTIONThe trusses shall be constructed with jigs specially designed to provide correct cambers and pitches.

All joints are to be close fitted butt joints and made by precision pressing of the metal connector plates into each side of the joint simultaneously.

PRICESPrices to include for the supply of all graded timber of required grade and type, including all cutting and waste, cutting to exact length and end angles necessary to manufacture the respective truss types, the supply of all connector plates, prefabrication of trusses in a jig, checking the completed truss for quality, loading up, transporting to site of the works (cost of girder trusses to include cost of required metal truss hangers) and :

1.1 Unloading and storing under cover and protecting from the weather, or1.2 Handing over to others for unloading and storing as in 1.1 above

2. Hoisting up and erecting the trusses at the required truss centres, truly plum and square on top of wall plates, all in accordance with site instructions for erection, bracing an holding down and connections supplied by the truss fabricator for use by :2.1 themselves (when responsible for erection)2.2 others (where applicable)

3. Such site supervision as deemed necessary by the fabricator of the trusses to ensure that all the erection details have been complied with to his satisfaction.

TRUSS LOADINGThe trusses shall be designed for a live load of 0.5Kn/m and a wind load in accordance with SABS 0160.

TRUSS DESIGNAll trusses shall be designed under the supervision of a Registered Professional Engineer (in accordance wity the draft SABS 0163 Code of Practice for the Design of Timber Structures) & SABS 0160 "loadings".

TRUSS SPACINGS AND PITCHThe truss centres and pitches shall be as described.

DESIGN AND GUARANTEEBoth the design and guarantee for the prefabricated timber roof construction complete, (excludig battens and/or purlins) to be designed, constructed and delivered to site by an approved firm of specialists, under a written guarantee , which shall be lodged with the Architect for approval before the work commenced.

DESIGN SYSTEMSThe Contractor is to take note that the design system as documented in this section of the bill is based on the "TRi design 3000" system.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	ROOFS ETC Plate nailed timber roof truss construction The following is applicable in respec of roof trusses: Trusses are at maximum 1200mm centres Roof covering is 0,6mm "Kliplok" sheeting on purlins. Ceilings are 4mm sheeting on 38 x 38mm brandering. The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained on the site before design or fabrication commences The design, manufacture and transportation of the roof trusses, bracing etc. shall be under the control of a registered Engineer (in accordance with the draft SABS Code of Practice for the Design of Timber Structure) and it shall be required from the manufacturer of the trusses to lodge a written guarantee that his construction has been designed by a qualified Structural Engineer and that he is in possession of a capability certificate issued by the Institute for Timber Construction Trusses must further be in accordance with SABS 0163 as well as the additional requirements of OW 371 Clause 8.10 and must be approved by the Representative/Agent. The manufacturer of the trusses shall supply a written guarantee that the trusses are designed, manufactured and erected to support the roof covering specified. The guarantee shall be valid for a period of 10 (ten) years. <u>Allow for the preparation and submission of the following documents in respect of all buildings</u>				
1	Detailed shop drawings indicating truss sizes, truss positions, bracings, details, etc. to be submitted for approval prior the commencement of any fabrication	Item	1		
2	Design certificate indicating the licensed programme used, SABS specifications adhered to, general procedures and loadings adopted, sizes and grading of timber components, details, etc.	Item	1		
3	Erection guarantee certificate after the whole completed roof truss structure have been inspected, all defective work have been taken out and made good, etc. to the full satisfaction of the Representative/Agent	Item	1		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>ROOF TRUSSES</u>				
	The following in prefabricated timber roof construction:				
4	Roof construction to mono pitch roof system approximately 10m2 on plan overall including trusses, hipped ends, jack rafters, purlins, battens, permanent bracing, etc.	No	1		
5	Roof construction to mono pitch roof system approximately 50m2 on plan overall including trusses, hipped ends, jack rafters, purlins, battens, permanent bracing, etc.	No	1		
6	Roof construction to double pitch roof system approximately 53m2 on plan overall including trusses, hipped ends, jack rafters, purlins, battens, permanent bracing, etc.	No	1		
7	Roof construction to mono pitch roof system approximately 232m2 on plan overall including trusses, hipped ends, jack rafters, purlins, battens, permanent bracing, etc.	No	1		
	<u>(End of roof construction timber)</u>				
	<u>DOORS, ETC</u>				
	<u>40mm Wrought meranti framed, ledged, braced and battened door of 44 x 150mm top rails and stiles, 22 x 150mm middle legde and braces and 22 x 220mm bottom rail filled in with 22mm V-jointed one side boarding</u>				
12	Door 813 x 2032mm high	No	8		
	<u>40mm Semi-solid flush panel doors with approved veneer both sides and two concealed edges hung to steel frames</u>				
13	Door size 813 x 2032mm high	No	13		
14	Door size 914 x 2032mm high	No	1		
	<u>Allow a PC Sum of R12 000.00 including delivery for 62mm fire escape doors with glass unit two hour rating</u>				
15	Door size 1730 x 2032mm high with 1,0mm galvanised steel sheet	No	6		
Subtotal Section 2 Bill 7					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION NO 2</u>				
	<u>BILL NO 8</u>				
	<u>CEILINGS (PROVISIONAL)</u>				
	<u>PREAMBLES</u>				
	For preambles see "Specifications of materials and methods to be used - PW371-A" as issued by the Department of Public Works				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Descriptions</u>				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted", the bolts are measured elsewhere				
	<u>CEILINGS ETC</u>				
	<u>"Aerolite" insulation</u>				
1	50mm Insulation closely fitted and laid on top of brandering between roof timbers including lapping, cutting etc	m²	291		
	<u>NAILED UP CEILINGS</u>				
	<u>Sawn softwood:</u>				
2	38 x 114mm Ceiling joists	m	65		
3	38 x 38mm Ceiling joists	m	65		
	<u>4mm Thick "Everite Nutec" fibre cement ceiling boards 120mm wide with and including H type pressed steel jointing strips and 38 x 38mm sawn softwood brandering at 400mm centres in one direction and around edges where required for fixing cornices, securely spiked to roof timbers:</u>				
4	Horizontal ceiling nailed including 38 x 50mm branderings	m²	291		
5	Extra over ceiling for 600 x 600mm hinged pressed metal trap door including all necessary ironmongery	No	7		
	<u>Cornices, etc.</u>				
	<u>"Rhino" gypsum plasterboard</u>				
6	75mm Coved cornices	m	328		
			Subtotal Section 2 Bill 8		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><u>SECTION NO 2</u></p> <p><u>BILL NO 9</u></p> <p><u>METALWORK (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>For preambles see "Specifications of materials and methods to be used - PW371-A" as issued by the Department of Public Works</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as"holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described</p> <p><u>Drawings</u></p> <p>Tenderers are referred to architect's drawings annexed to this document for full details of the windows, doors, etc</p> <p><u>ALUMINIUM WINDOWS, DOORS, ETC</u></p> <p><u>AAAMSA guide</u></p> <p>All windows, doors, etc shall comply with and meet the minimum recommended performance requirements as set out in the General Specification for Architectural Aluminium and Glass Products (Third Edition) as published by the Association of Architectural Aluminium Manufacturers of South Africa (AAAMSA)</p> <p><u>Finish</u></p> <p>The windows, doors, etc shall be natural anodised to a thickness of 25 micron and shall comply with SABS 999 and 1407</p> <p><u>Glass</u></p>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p>Glazing to be with patent rubber gaskets with glazing beads and comply with BS 952. Thickness of glass shall be in accordance with table 1 (Part N : Glazing). Safety glass shall comply with SABS 1263. The National Building Regulations shall be observed with regard to the specification of safety glass</p> <p><u>Design indemnity</u></p> <p>The contractor is to submit with his tender the "Form of Indemnity", annexed to this document, fully completed and signed</p> <p><u>Drawings</u></p> <p>Tenderers are referred to architect's drawings annexed to these bills of quantities for full details of windows, doors, etc</p> <p><u>General</u></p> <p>Workshop drawings to be approved by the architect before manufacture</p> <p><u>STEEL WINDOWS, DOORS, ETC</u></p> <p><u>Purpose made residential windows with type B2 burglar bars to all sashes</u></p>				
5	Window size, 533 x 359mm high	No	14		
6	Window size, 2000 x 949mm high	No	8		
7	Window size, 1022 x 949mm high	No	3		
	<p><u>ALUMINIUM WINDOWS, ETC.</u></p> <p><u>Natural anodised aluminium windows including sub-frames, fixing, silicone sealant all round, ironmongery and glazing with 4mm frosted glass:</u></p>				
8	Window size, 600 x 900mm high	No	4		
	<p><u>Natural anodised aluminium windows including sub-frames, fixing, silicone sealant all round, ironmongery and glazing with 4mm clear glass:</u></p>				
9	Window size, 1800 x 900mm high	No	3		
	<p><u>Natural anodised aluminium doors including sub-frames, fixing, silicone sealant all round, ironmongery and glazing with 6.38mm laminated safety glass:</u></p>				
10	Double door overall size 1730 x 2032mm high	No	2		
	<p><u>SHOP FRONTS ETC</u></p> <p><u>Natural anodised aluminium shopfronts, doors, windows etc including sub-frames, fixing, silicone sealant all round, ironmongery and glazing with 6.38mm laminated safety glass:</u></p>				
11	Shopfront overall size 4720 x 2032mm high	No	2		
			Subtotal Section 2 Bill 9		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO 2				
	BILL NO 10				
	PLASTERING (PROVISIONAL)				
	PREAMBLES				
	For preambles see "Specifications of materials and methods to be used - PW371-A" as issued by the Department of Public Works				
	SCREEDS				
	<u>Screeds on concrete</u>				
1	30mm Thick on floors and landings	m²	670		
	INTERNAL PLASTER				
	<u>Cement plaster on brickwork finished with a steel/wood float:</u>				
2	On walls	m²	1 188		
3	On narrow widths	m²	16		
	EXTERNAL PLASTER				
	<u>Cement plaster on brickwork finished with a steel/wood float:</u>				
4	On external walls	m²	390		
5	On narrow widths	m²	7		
	CORNER PROTECTORS, DIVIDING STRIPS, ETC				
6	4 x 35mm Dividing strip between floor finishes	m	120		
			Subtotal Section 2 Bill 10		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION NO 2</u>				
	<u>BILL NO 11</u>				
	<u>TILING (PROVISIONAL)</u>				
	<u>PREAMBLES</u>				
	For preambles see "Specifications of materials and methods to be used - PW371-A" as issued by the Department of Public Works				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Descriptions</u>				
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding				
	<u>WALL TILING</u>				
	<u>White ceramic wall tiles fixed with adhesive to plaster (plaster elsewhere) (PC Amount R120,00/m2 (VAT excl. delivered to site)</u>				
1	On walls	m²	370		
2	On narrow widths	m²	3		
	<u>FLOOR TILING</u>				
	<u>Ceramic floor tiles on concrete and flush pointed with tinted waterproof jointing compound (PC Amount R120,00/m2 VAT excl. delivered to site)</u>				
3	On floors and landings	m²	670		
4	Skirting 75 x 100mm high skirting tiles with and including edge strip	m	392		
	<u>Mosaic floor tiles on concrete and flush pointed with tinted waterproof jointing compound (PC Amount R120,00/m2 VAT excl. delivered to site)</u>				
5	On floors and landings	m²	2		
			Subtotal Section 2 Bill 11		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><u>SECTION NO 2</u></p> <p><u>BILL NO 12</u></p> <p><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>For preambles see "Specifications of materials and methods to be used - PW371-A" as issued by the Department of Public Works</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Wire gratings</u></p> <p>Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings</p> <p><u>Exposed concrete surfaces</u></p> <p>Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gulley tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster and descriptions shall be deemed to include therefor</p> <p><u>uPVC pipes and fittings</u></p> <p>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings</p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings</p> <p><u>Gratings, covers, etc</u></p> <p>Gratings, covers, etc shall be as manufactured by "Besaans du Plessis Foundries", unless otherwise described</p> <p><u>Sealing of edges</u></p> <p>Outer edges of sinks, basins, urinals, etc are to be sealed against adjacent surfaces with "Bayer 400F" silicone</p> <p><u>uPVC pressure pipes and fittings</u></p> <p>Pipes for water supply shall be of the class stated</p> <p>Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings</p> <p>Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p> <p><u>Copper pipes</u></p>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Pipes shall be hard drawn and half-hard pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016

Copper pipes are to be installed in accordance with the latest revision of the code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copperflux composition

Reducing fittings

Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 63mm, only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm, all sizes are given and no claim for extra bushes, reducers, etc will be entertained

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building or suspending not exceeding 1m below suspension level

Disinfection of water pipework

All water pipework is to be disinfected in accordance with SABS 1200L

Excavations

No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling

"Hard rock" shall be as defined in "Earthworks"

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p>SABS 1200L : Medium-pressure pipelines SABS 1200LD : Sewers SABS 1200LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200DB : Earthworks (Pipe trenches)</p> <p>Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB : Bedding (Pipes) Unless otherwise described bedding of rigid pipes shall be class B bedding</p> <p><u>General</u></p> <p>Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 93% Modified AASHTO density and disposal of surplus material on site</p> <p>Descriptions of copper service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes</p> <p>Descriptions of wc pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors separately measured)</p> <p><u>As-built drawings</u></p> <p>Where required, the contractor shall at all times keep an updated set of "as-built" drawings. At completion of the contract the contractor shall hand these drawings to the architect for reproducing onto the originals for handing over to the employer (Provision for allowance of as-built drawings elsewhere)</p> <p><u>SUNDRIES</u></p>				
8	Extra over excavation in earth for pipe trenches, chambers, etc for excavation in hard rock	m ³	3		
9	Concrete encasing to 110mm horizontal pipe	m	3		
10	Concrete encasing to 110mm vertical pipe	m	3		
11	100mm Cast iron "ABC" cleaning eye	No	6		
12	Testing soil drainage pipe system	Item	1		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SANITARY FITTINGS ETC</u>				
	<u>"Citimetal" stainless steel or equal approved</u>				
13	Series 300 Double centre bowl overlay sink, size 1800 x 535mm fitted to top of cabinet (cabinet e/m)	No	1		
	<u>"Vaal" or equal approved</u>				
14	Vaal Sanitaryware Hibiscus Elite White closed coupled suite c(code: 772402) and matching 6/3 litre front flush cistern (code: 710539) including lid, fitments and flushpipe elbow, with a heavy duty toilet seat	No	11		
15	"Protea Paraplegic 7502" vitreous china wash down pan with enlarge pedestal and trap, matching "710536" 9 litre cistern complete with side flush lever mounted on wall adjacent to cistern, double flat heavy duty plastic toilet seat, complete and bed pan to concrete floor	No	1		
16	Vaal Sanitaryware White Flamingo vitreous china lavatory basin (code : 7007), size 560 x 405mm with one taphole including integrated overflow and chainstay hole bolted to wall with two 10mm bolts (code: 8448Z0) and sealed with silicone sealant where basin meets wall.	No	1		
17	Vaal Sanitaryware White Hibiscus vitreous china lavatory basin (code : 702303), size 510 x 405mm with one taphole including pedestal (code: 715000) and integrated overflow and chainstay hole bolted to wall with two 10mm bolts (code: 8448Z0) and sealed with silicone sealant where basin meets wall.	No	11		
18	Flatback top inlet urinal (code: 705326)	No	3		
	<u>WASTE UNIONS ETC</u>				
	<u>"Cobra Watertech" or equal approved</u>				
19	32mm "Cobra 301" slotted waste union with "Cobra 309-32" anti-theft plug with spindle	No	13		
	<u>TRAPS ETC</u>				
	<u>"Marley"</u>				
20	40mm "P" or "S" trap	No	1		
	<u>"Cobra Watertech" or equal approved</u>				
21	32mm 340 CP bottle trap	No	14		
22	50mm Shower trap including stainless steel grating	No	2		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>TAPS, VALVES, ETC</u>				
	<u>"Vaal" or equal approved</u>				
23	Ref. 232-10 Angle regulating valve with connection pipes etc.	No	5		
24	15mm 3366/041/10ST Stella sink mixer	No	1		
25	Cobra Watertech Star 15mm pillar tap with flanged backnut (Code: 111-15), manufactured in accordance with SANS 226:2004 Type 1 (BS 5412).	No	1		
26	Cobra Watertech 15mm chrome plated elbow action raised nose pillar tap with blue indicator for cold water (Code: 503-21B), manufactured in accordance with SANS 226:2004 Type 2 (BS 5412).	No	12		
27	15mm "Carina" 186CP shower mixer	No	2		
28	15mm 027CP overhead shower arm	No	2		
29	15mm "Concorde" 068BJ shower rose	No	2		
30	20mm Cobra FJ6.000 urinal flush valve	No	3		
	<u>SANITARY PLUMBING</u>				
	<u>uPVC, soil and vent pipes</u>				
31	50mm Pipes	m	52		
32	110mm Pipes	m	22		
33	50mm Pipes chased into brickwork	m	9		
34	50mm Pipes laid in and including trenches not exceeding 1m deep below surface beds	m	15		
35	110mm Pipes laid in and including trenches not exceeding 1m deep below surface beds	m	11		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>Extra over uPVC, soil and vent pipes for fittings</u>				
36	50mm BSP adaptor	No	8		
37	50mm Reducer	No	3		
38	50mm Bend	No	3		
39	110mm Bend	No	6		
40	110mm Pan connector	No	12		
41	50mm Junction	No	8		
42	110mm Junction	No	7		
43	50mm Access bend	No	8		
44	110mm Access bend	No	9		
45	50mm Access junction	No	4		
46	110mm Access junction	No	3		
47	110 x 110 x 50mm Access reducing junction	No	3		
48	110mm Access double junction	No	3		
49	110mm Air vent cowl	No	13		
	<u>Sundries</u>				
50	Testing waste pipe system	Item	3		
	<u>WATER SUPPLIES</u>				
	<u>Class 12 HDPE pressure pipes with solvent welded joints</u>				
51	63mm Pipes laid in and including trenches, backfilling etc not exceeding 1m deep	m	203		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>Extra over class 12 HDPE uPVC pressure pipes for fittings with solvent welded joints</u>				
52	63mm Tee	No	9		
53	63mm Bend	No	4		
	<u>Anchor/thrust Blocks</u>				
54	Concrete class 10Mpa/19mm including all materials, excavation and formwork	m³	2		
	<u>Pipe Marker:</u>				
55	On site construction pipe markers	No	10		
	<u>Valve Chambers</u>				
56	Construct brickwork valve box complete with manhole frame and cover	No	4		
	<u>Extra over for brickwork valve box for the variation in height as specified</u>				
57	1000mm to 2000mm	No	1		
	<u>Extra over for valve chamber box for the following fittings on 63mm diameter HDPE pipes</u>				
58	Isolation flange valves ckass 12	No	4		
	<u>Sundries</u>				
59	Testing water pipe and fire water pipe systems	Item	1		
	ELECTRIC WATER HEATERS				
60	250 Liter 'Kwikot' horizontal floor /wall mounted electric water heater	No	1		
61	Hydroboil	No	1		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Sundries:				
62	22mm Brass gate valve.	No	1		
63	35mm Brass gate valve.	No	1		
64	35mm Cobra watertech 1050 strainer.	No	1		
65	PB1.10RB Vacuum breaker.	No	1		
66	PA1.1RB "Kwikflo" 400kpa pressure reducing valve.	No	1		
67	Tray	No	1		
68	22mm overflow pipe 500mm girth twice bent.	No	1		
	<u>FIRE APPLIANCES ETC</u>				
	<u>"Chubb"</u>				
69	"Everyway" hose reel complete with 30m plastic hose, chromium plated stopcock, shut-off nozzle and wall bracket	No	6		
70	9kg Dry chemical powder fire extinguisher, including standard hard wood backing plugged and backing finished with one coat dark stain and two coats clear suede polyurethane varnish	No	10		
	<u>WATER SUPPLIES TO FIRE APPLIANCES</u>				
	<u>Class 0 copper pipes with capillary couplings</u>				
71	50mm Pipes	m	105		
	<u>Extra over class 0 copper pipes for capillary fittings</u>				
72	50mm Union	No	14		
73	50mm Elbow	No	11		
74	50mm Reducing bush	No	14		
	<u>AS-BUILT DRAWINGS</u>				
75	Allow for an updated set of as-built drawings to be handed to the architect at completion of the contract	Item	1		
			Subtotal Section 2 Bill 12		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO 2				
	BILL NO 13				
	GLAZING (PROVISIONAL)				
	PREAMBLES				
	For preambles see "Specifications of materials and methods to be used - PW371-A" as issued by the Department of Public Works				
	GLAZING TO STEEL WITH PUTTY				
	<u>6.8mm Clear float glass fixed with self setting putty</u>				
1	Panes not exceeding 0,1 m2	m²	1		
2	Panes exceeding 0,5m2 and not exceeding 2m2	m²	1		
3	Panes exceeding 2m2 and not exceeding 4m2	m²	1		
	<u>6.8mm Frosted glass fixed with self setting putty</u>				
4	Panes not exceeding 0,1 m2	m²	19		
	TOPS, SHELVES, DOORS, MIRRORS, ETC				
	<u>6mm Silvered float glass copper backed mirrors with bevelled edges, holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete</u>				
5	Mirror 450 x 600mm high with four screws	No	12		
			Subtotal Section 2 Bill 13		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><u>SECTION NO 2</u></p> <p><u>BILL NO 14</u></p> <p><u>PAINTWORK (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>For preambles see "Specifications of materials and methods to be used - PW371-A" as issued by the Department of Public Works</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Colours: Certain bright or ultra-deep (base 6) colours often present poor ability to cover, hence requiring numerous coats to obliterate the substrate." We recommend that the first finishing coat be tinted from a base 9 to a colour corresponding to the colour of the topcoat." This will reduce the number of topcoats required for full hiding."</p> <p><u>PREPARATORY WORK FOR NEW WORK</u></p> <p>New Concrete: Ensure that concrete is fully cured and sound. Remove any uncured cement, grease, and mould release agents by high-pressure water blast, or wash with a strong solution of Dulux Sugar Soap or similar approved /water solution. Rinse off thoroughly with clean water and allow drying. Ensure surfaces are sound, clean and thoroughly dry. Moisture to not exceed 12%</p> <p>New Plasterwork: Ensure that plaster is dry, sound and non-friable. Fresh cement plaster should be allowed one week drying for every 5mm thickness; and longer in cold or damp weather. Moisture to not exceed 12%</p> <p>New Plasterboard: Spot-prime metal strips and nail heads with appropriate metal primer." For very absorbent surfaces more than one coat of the appropriate primer could be required to achieve correct binding and sealing properties. Moisture to not exceed 12%</p> <p>New PVC: Lightly sand surfaces to improve adhesion. Clean and degrease with Dulux Brush Cleaner or similar approved/ Degreaser or a water-miscible household degreaser. Rinse thoroughly with water and allow drying. Moisture to not exceed 12%</p> <p>New Metal - Mild Steel: Inspect shop-primer thoroughly for damage by installation if steel is pre-primed. Remove all rust, scale and dirt by scraping or with steel wire brushes, and then sand down to a bright metal finish. Ensure that the sanded areas are dry and free of grease and dust." A solvent wash (rags dipped in lacquer thinner) may be used." Allow drying. Moisture to not exceed 12%</p>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

new metal - Galvanised iron:To remove all dust and debris, as well as white rust, acid, and salts, bristle scrub the entire surface with Dulux Galvanised Iron Cleaner thinned 20% with water." Before the Dulux Galvanised Iron Cleaner dries, Remove residues with clean running water, preferably under pressure." To ensure that the surface is thoroughly clean, test for a "water-break" free surface (running water should not form droplets)." " Moisture to not exceed 12%

New Timber:Ensure wood is dry (less than 12% moisture content). Treat all knots and resinous areas to prevent subsequent staining of paint coatings. The ends of items are to be sealed by every coat to avoid moisture penetration.Moisture to not exceed 12%

New Cement Floors:Ensure that cement floors and freshly rendered concrete are protected by suitable damp coursing and well cured for 6 weeks before any preparation and painting is attempted, sound and free from dust, oil, grease, dirt, and debris. Surfaces must be thoroughly dry - no more than 12% moisture content.Moisture to not exceed 12%

DESCRIPTIONS

Descriptions of paintwork shall be deemed to include for all cutting in

PREPARATORY WORK TO EXISTING WORK

Previously painted plastered surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth

Previously painted metal surfaces

Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal

Previously painted wood surfaces

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth

PAINT SPECIFICATIONS

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>PAINTWORK, ETC TO NEW WORK ON</u>				
	<u>ON FLOATED PLASTER</u>				
	<u>One coat plaster primer and two coats exterior quality acrylic emulsion matt paint</u>				
1	On external walls	m²	397		
	<u>One coat plaster primer and two coats polyurethane sheen enamel paint</u>				
2	Internal walls	m²	776		
	<u>ON METAL</u>				
	<u>Spot priming defects in pre-primed surfaces with one coat red oxide zinc chromate primer, one coat universal undercoat and two coats high gloss enamel paint on steel</u>				
3	Pressed steel door frames	m²	24		
4	On windows with burglar bars	m²	68		
	<u>ON WOOD</u>				
	<u>Prepare, touch up knots with Spic & Span oil based wood primer (UK2) stop with mendall 90 and apply two coats Polyurethane high gloss varnish paint coating colour to match formica finish</u>				
5	Doors	m²	56		
	<u>Prepare, stop, sand down and apply oil based wood primer and apply two coats polyurethane high gloss varnish</u>				
6	Doors	m²	40		
	<u>ON FIBRE-CEMENT</u>				
	<u>Prepare and apply one coat universal undercoat and two full coats internal quality super acrylic PVA paint on:</u>				
7	Ceilings	m²	291		
	<u>Prepare and apply one universal undercoat and two coats gloss enamel paint:</u>				
8	Fascias and barge boards	m²	52		
			Subtotal Section 2 Bill 14		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO 2				
	BILL NO. 15				
	EXTERNAL WORKS (PROVISIONAL)				
	PREAMBLES				
	For preambles see "Specifications of materials and methods to be used - PW371-A" as issued by the Department of Public Works				
	<u>Aprons and Ramps:</u>				
1	Excavate in earth to reduce ground levels	m ³	23		
2	Rip and scarify ground level	m ²	230		
3	Cart away surplus material from excavations to a dumping site to be located by the contractor	m ³	23		
4	Compaction of ground surface under aprons, etc including adding suitable material where necessary and compacting to 93% Mod AASHTO density	m ²	230		
5	Ant poisoning surface of ground under aprons	m ²	230		
6	Weed killer	m ²	230		
7	25MPa Concrete to aprons cast in panels	m ³	23		
8	25MPa Concrete to ramps	m ³	3		
9	Extra over concrete for thickening size 300mm deep	m	230		
10	Finishing top surfaces of concrete with a wooden float	m ²	230		
	FENCING				
	<u>Diamon mesh fencing, with bitumen dipped steel standards and bitumen-aluminium painted (two coats) steel pipe posts, stays, gates, etc including galvanised steel bolts, straining eye bolts, etc, site clearance, holes, concrete and preparation of ground etc complete:</u>				
11	Security fencing 1,80m high vertically with 600mm wide 45 degree overhang to one side, of Y section standards with overhang at not exceeding 3m centres, 7 strands of straining wire and 3 strands of barbed wire tied to standards, posts and eye bolts and the vertical height covered with wire mesh tied at 250mm centres to each straining wire	m	400		
12	Double gate of 40mm diameter framing 5200 x 1800mm high vertically, each leaf with stiles extended at top to form 600mm 45 degree overhang to suit the security fencing, with one intermediate stile and two diagonal braces, the vertical section covered with galvanised wire mesh and the overhang with 3 strands of barbed wire, including hinges, heavy duty lockable barrel bolt, 51mm "Union 3122" padlock and two heavy duty long barrel bolts, each with two 200mm long keeps in and including 300 x 300 x 300mm concrete anchor blocks	No	1		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SOIL DRAINAGE				
	<u>uPVC pipes class 34 heavy duty</u>				
13	110mm Pipes laid in and including trenches not exceeding 1m deep including backfilling, bedding material, preparation of trench bottoms, etc.	m	2		
14	110mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep, including backfilling, bedding material, preparation of trench bottoms, etc.	m	147		
	<u>Extra over uPVC pipes for fittings</u>				
15	110mm End cap	No	4		
16	110mm Bend	No	8		
17	110mm Inspection eye bend	No	15		
18	110mm Junction	No	3		
19	110mm Inspection eye junction	No	4		
20	110mm Rodding eye	No	6		
	Manholes				
	<u>Supply and install complete precast concrete manholes including excavation and backfill in all materials and dispose of surplus material, fitting concrete cover (MD) and frame, spacer, Adaptor slabs and step irons for the following depths(measured to invert level of sewer pipe):</u>				
21	Up to 1m	No	4		
22	Over 1m to 2m	No	4		
	SEWER DISPOSAL				
	<u>Septic Tank</u>				
23	Construct the septic tank as indicated on Drawing Including all plumbing equipment and fittings	SUM	1		
	<u>French Drains</u>				
24	Construct the french as indicated on Drawing Including all connections equipment and fittings	SUM	1		
			Subtotal Section 2 Bill 15		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 2 - BUILDING WORKS: SUMMARY			
7	Carpentry & Joinery (Provisional)	Page	5
8	Ceilings (Provisional)	Page	6
9	Metalwork (Provisional)	Page	8
10	Plastering (Provisional)	Page	9
11	Tiling (Provisional)	Page	10
12	Plumbing & Drainage (Provisional)	Page	18
13	Glazing (Provisional)	Page	19
14	Paintwork (Provisional)	Page	22
15	External Works (Provisional)	Page	24
			Subtotal - Section 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO 3				
	BILL NO. 1				
	PROVISIONAL SUMS				
	CASH DISCOUNT				
	No cash discount. All provisional sums are Nett. The Contractor is to note the following: The Client reserves the right to omit any or all of the provisional sums allowed for in this tender without claim for loss of profit by the contractor.				
	ELECTRICAL INSTALLATIONS				
1	Allow the amount of R180 000.00 (One Hundred and Eighty Thousand Rand) for electrical installations.	Item	1	180 000.00	180 000.00
2	Allow for profit on if needed	Item	1		
3	Allow for general attendance, etc.	Item	1		
	Subtotal Electrical				
	IRONMONGERY				
4	Provide the amount of R68 000.00 for ironmongery.	Item	1	68 000.00	68 000.00
	Allow for profit on if needed	Item	1		
5	Allow for general attendance, etc.	Item	1		
	Subtotal Ironmongery				
	JOINERY FITTINGS				
6	Provide the amount of R68 000.00 for joinery and fittings	Item	1	68 000.00	68 000.00
7	Allow for profit	Item	1		
8	Allow for general attendance	Item	1		
	Subtotal Joinery				
	TANK STAND, BOREHOLE EQUIPPING, BOOSTER PUMP AND PIPEWORK				
11	Provide the amount of R260 000.00 for new storage tank with stand, Equipping of borehole (including submersible pump) Tank stand Booster pump (1.1kW) Pipework	Item	1	260 000.00	260 000.00
	Allow for profit on if needed	Item	1		
12	Allow for general attendance, etc.	Item	1		
	Subtotal Tank Stand				
	BUDGETARY ALLOWANCE				
	CONTINGENCY				
	Provide the Sum of R 77 600.00 (Seventy Seven Thousand Six Hundred Rands) for contingencies to be used at the discretion of the Engineer or deducted in whole or part if not required.				
		Item	1	77 600.00	77 600.00
	Subtotal Contingency				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3 - PROVISIONAL SUMS: SUMMARY						
1	Electrical Installations	Page	28			
2	Ironmonery	Page	28			
3	Joinery Fittings	Page	28			
4	Tank Stand, Borehole Equipping, Booster Pump and Pipework	Page	28			
5	Contigency	Page	28			
			Subtotal - Section 2			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BM17/24/25 - COMPLETION OF AVON MULTI-PURPOSE CENTRE

SUMMARY OF BILL OF QUANTITIES

1	Preliminaries	Page	3		
2	Building Works	Page	27		
3	Provisional Sums	Page	29		
	Subtotal (VAT excl)				
	VAT @ 15%				
Total (Vat Included)					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT NO: BM17/24/25

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

C3 SCOPE OF WORK

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3RD Edition) are applicable.

C 3.1 DESCRIPTIONS OF WORKS

C3.1.1 Client's Objective

The project entails the construction of a multi-purpose centre to service the community of Avon village within Blouberg Local Municipality. The construction of the multi-purpose centre will come in handy. This facility will be used by both the young and old from the local community and those from nearby surrounding areas. Due to its diversity in terms of what it has to offer, the Multi-Purpose Centre will accommodate people with different interests and hence become a truly communal facility meeting the needs of the general population as a whole.

This infrastructure will be used by both the youth and senior citizens. It will help keep the youth engaged in activities that build them to be better citizens. The youth will have a way to keep them away from activities such as drugs and crime.

On completion the multi-purpose centre building will have a floor area of 717m² and the facility will consist of a strip foundation (reinforced or unreinforced) to support the 230mm thick brickwork, one face brick and one common brick, used for the exterior and interior perimeter respectively. Finishes to the multi-purpose hall include plaster and painting on the inside wall, IBR roof sheets fixed on a portal frame are to be used for the roofing and ceiling boards for the interior of the building roof. Other finishes include cupboards for the kitchen and floor tiles.

C3.1.2 Overview of the Works

The multi-purpose centre will consist of the following features:

The main hall footprint of approximately 717m² to house approximately 485 seats and consist of:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Ablutions	Area
Ablutions	41 m ²
Cashier	16 m ²
Conference Room	47 m ²
Female Change room	13 m ²
Hall	485 m ²
Kitchen	16 m ²
Lobby	28 m ²
Male change room	13 m ²
Office 1	18 m ²
Office 2	18 m ²
Store	22 m ²
Total	717 m²

Other Features

- The 2.1m high diamond mesh fencing, 400m long perimeter
- Equipping of borehole
- Storage tank
- Booster pump and pipework
- Electricity: The multi-purpose centre will be electrified
- Septic Tanks
- Concrete apron

C3.1.3 Extend of the Works

Under this contract, the successful contractor will be required to undertake the following works:

- Setting out of the facility
- Site clearing.
- Earthworks for the platform and foundations
- Structural Concrete works to foundations and Structural Steel Installation
- Brickwork and plaster to walls to internal walls
- Face brick and cladding finish to external walls
- Construction of perimeter fencing
- Painting, flooring, ceilings installation and general sundry items
- Equipping of borehole and erection of tank stand
- Booster pump and pipework
- Electrification of the MPCC

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.3 Location of the Works

The project is located in Avon under Blouberg Municipality. GPS co-ordinates –
Latitude 23° 8'18.39"S
Longitude 29° 5'45.06"E

C3.1.4 Construction program

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Tenderers shall submit with their tender their **preliminary weekly programme for the construction** of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

C3.1.5 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.2.2 Drawings

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The applicable drawings are at the end of this book

The applicable drawings mentioned above are attached at the end of this section (C3 – Scope of Work).

C3.3 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the BLOUBERG MUNICIPALITY and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement.

C3.4 SUB-CONTRACTING

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction works (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.5 CONSTRUCTION

C3.5.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3.5.3 Construction Equipment

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C 3.5.4 Existing Services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Contractor	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Employer	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2
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C3.5.5 Site Establishment

- Source of Water Supply

The Contractor is to arrange with the Local Authority for water and be responsible for the costs of water for construction purposes.

- Sources of power supply

The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

- Location of camp and depot

The Contractor shall make arrangement of the Contractors camp to the Contractor during the site inspection.

- Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

- Temporary offices

The Contractor is required to provide a specific office space for the Engineers, for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

- Laboratory facilities

The use of commercial laboratories will be allowed, but the laboratory to be used is subject to the approval of the Engineer.

- Sanitary facilities

The facilities are, however, to be kept in a clean and hygienic condition, to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

- Name Boards

One nameboard shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Survey assistant and equipment

The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as theodolite and/or level plus accessories.

C3.5.6 Site Usage

- Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the BLOUBERG MUNICIPALITY.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

- Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

▪ Blasting

As the construction takes place within a built-up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

▪ Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where excavations cross the access point to any property, the Contractor is to make sure that access be properly done for vehicles to pass.

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) 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;

(e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;

(f) 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;

(g) 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;

(h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and

(i) 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.

(j) 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;

(k) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;

(l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) 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;
- (o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

3.6 **MANAGEMENT**

C3.6.1 Management of the Works

- Planning and programme

The Contractor shall deliver to the Engineer within **14** days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is **R 2000.00** per day.

- Setting out of the works

Generally, the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access hall not be further than 6m from the point where any worker within the excavation is working.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall 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:

- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

▪ Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

▪ Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to EPWP principles, and to meet these principles the following procedures will be followed:

All labourers are to be sourced from **Avon** within Blouberg Municipal area of jurisdiction and a minimum of 10 local labours have to be employed for the duration of the project and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be R180 per day. This will be payable by the Contractor on monthly basis.

Key personnel would typically include the Project Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e., payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

▪ Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be addressed accordingly and the Contractor will receive proper instructions with reference to this matter.

▪ Communication

The Engineer's representative on this project will be: **Mr Lutendo Ratshisuka**

Contact No: **015 291 0775 / 082 065 0620**

The contact person for the Employer is: **Ms Herminah Rabumbulu**

Contact No: **015 505 7100**

▪ Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

▪ Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

▪ Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

▪ Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

▪ Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 10 of the General Conditions of Contract for Construction Works (2015), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

C3.7 HEALTH AND SAFETY

- **Health & Safety Issues**

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

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Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

▪ Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the BLOUBERG MUNICIPALITY. All work is to be to the satisfaction of the Engineer.

▪ Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property or injury or death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

PROJECT SPECIFICATIONS

C3.2 PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item that does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

B2 SECTION 1100: DEFINITIONS AND TERMS

B1156 LABOUR-OPTIMISING CONSTRUCTION

ADD THE FOLLOWING NEW CLAUSE:

The cost-effective employment of as great a portion of labour as is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

The number of each payment item in the schedule of quantities for the above clause will consist of the Prefix L1 forward by a number corresponding to the number of the relevant Clause or Payment Item in the Standard Specifications.

B3. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

ADD THE FOLLOWING NEW PARAGRAPH:

“Before work commences”, the Contractor if required, shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the contractor due to services crossing the site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the works”.

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)

Requirements regarding the training of labourers and Emerging Contractors (EC's).

The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

(b) Programme of work for rehabilitation work

Amend the word "network" in the fourth line of the second paragraph to read as "bar (Gantt) chart".

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

"The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system."

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS

Add the following:

"The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities".

(e) Materials on the site

Add the following:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical path method)

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as **two (2) working days** per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than **two (2) working days** in any calendar month, the difference between the **two (2) working days** and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

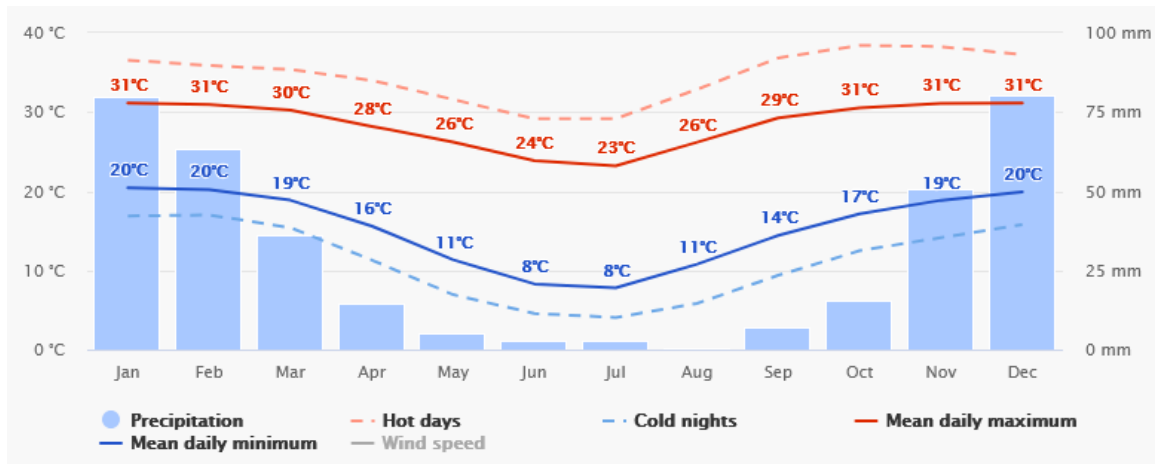
Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

RAINFALL RECORDS IN BLOUBERG

Average temperatures and precipitation



B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

REPLACE THE FOURTH PARAGRAPH WITH THE FOLLOWING:

“The sign-boards shall be painted with the legend in English”.

B1227: MONTHLY SITE MEETINGS

ADD THE FOLLOWING:

The Contractor or his authorized representative attending these meetings shall be a person who is empowered to take contractually binding decisions.

B1228: LEGAL PROVISIONS

ADD THE FOLLOWING NEW PARAGRAPHS:

“The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and hazards likely to be encountered on this Contract, and which cover the Employers' health and safety specifications (sub clause 4(1) of the regulations, are detailed in the Project Specifications, Schedule of Quantity and Drawings.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor shall in terms of sub clause 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations.

No extra over or additional payment shall be made to compensate the Contractor for compliance with these Regulations, and compensation shall be included in the rates tendered for the applicable items of work."

B1229: CEMENT

Where reference is made in this specification or the Standard Specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS EN 197-1: Cement-composition, specifications and conformity criteria Part 1: Common cements.

SABS EN 197-1: Cement-composition, specifications and conformity criteria Part 1: Common cements.

CEMENT TYPE	CEM 1			CEM II A - M	CEM II A - S	CEM II B - S	CEM II A - L	CEM II A – V	CEM II B – V	CEM III A
CEMENT GRADE	52,5	42,5R	42,5				32,5			
Alpha	Rapid Hard	-	Portland Cement	-	-	-	All Purpose Cement	All Purpose Cement	Building Cement	-
Alpha Swaziland	-	-	-	-	-	-	-	-	Multi Purpose Cement	-
Lafarge	Duracas t	-	Duratech	Powercr ete	-	-	-	-	Buildcrete 32,5	-
NPC	-	Eagle Super	-	-	Eagle Plus/ Premiu m	Eagle Plus	-	-	-	Eagle Pro
PPC	Rapo	Rapo	OPC	-	-	-	Surebuild	Surebuild	Surecrete	-
PPC Botswana	-	-	-	-	-	-	-	Surebuild	Botcern	-
Slagment	-	-	-	-	-	-	-	-	-	Geotech 50*

* This product is intended for road stabilisation purposes only. It is generally only available in bulk.

** Note that all products listed above bear the SABS mark. Information correct in October 2001.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1230: COMMUNITY LIASON OFFICER (CLO)

The Community Liaison Officer (CLO) has already been appointed for this project. This was done after consultations with the Project Steering Committee, the Engineer and the Employer. The Contractor shall direct all his liaison efforts with the local communities through the appointed officer. The Contractor shall accept the appointed officer as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal working day will extend from 07:15 in the morning until 15:15 in the afternoon.
- (ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the Contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.

(b) Period of employment of the Community Liaison Officer

The period of employment of the Community Liaison Officer shall be as decided upon jointly by the Contractor, Engineer and Employer

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B1231 MEASUREMENT AND PAYMENT

"ADD NEW ITEMS"

1200: General Requirements and Provisions

**B1201 (i) Payment of Community Liaison Officer R5000 per month Provisional Sum
(Prov. Sum)**

(ii) Handling costs and profit in respect of 12.01(i) abovePercentage (%)

The provisional sum allowed in Item (i) for the payment of the Community Liaison Officer and the percentage allowed under Item B1201 (ii) shall include full commission for all obligations, overheads, administration charges and incidental Items of cost necessary.

B4. SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B 1301: SCOPE

ADD "as well as all costs related to conforming to the requirements of the Construction Regulations, 2003" AFTER "It also covers" IN THE FOURTH LINE...

**B5. SECTION 1400: HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE
PERSONNEL**

B1402: OFFICES AND LABORATORIES

(a) General

ADD THE FOLLOWING:

"All offices and laboratories shall be supplied with approved burglar proofing"

ADD THE FOLLOWIN SUB-CLAUSE:

"(h) Telecommunication System

One (1) cellular phone shall be provided for the use of the Engineer and his staff. The system shall be compatible with an existing system in the area. On completion of the contract the cellular phone will be returned to the contractor".

"Item	Unit
--------------	-------------

B14.11 Telecommunication System Supply

- | | |
|---|-------------------------|
| (a) Supply one (1) cellular phone..... | Lump Sum (L/S) |
| (b) Monthly Rental | Month |
| (c) Cost of calls by Engineer | Prime Cost Sum (PC Sum) |
| (d) Handling cost and profit in respect of sub-clause 14.11(b) & (c) above... | Perc (%) |

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The tendered rates shall include full compensation for the supply of units. The rates shall include for all costs of any agreement with the Cellular Services used. The cost of the calls will be paid on invoice from the Cellular Services and also the tendered rates for sub-item B14.11 (d) shall include full commission for all obligation, overheads, administration charges and incidental items of cost necessary.

B1403 HOUSING

(c) Rented Accommodation

REPLACE THE FULL STOP AT THE END OF THE FIRST SENTENCE OF SUB-SUBCLAUSE (c) (ii) WITH A COMMA AND ADD "and for all services connected with such accommodation".

B1404 SERVICES

ADD THE FOLLOWING SUB-CLAUSE

"(e) Testing of materials

The Contractor shall arrange with an approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specifications and shall submit the results of these tests to the Engineer in a form of approved by him".

B6. SECTION 1500 : ACCOMMODATION OF TRAFFIC

B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

"All temporary road signs, devices, sequences, layouts and spacing's shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, and Chapter 13: Roadwork's Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)".

(c) Channelization devices and barricades

ADD THE FOLLOWING:

"Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

(i) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.

(ii) The blade shall be retro-reflectorized, with class I yellow sheeting on the side facing oncoming traffic.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.

(iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the Drawings or as directed by the Engineer."

ADD THE FOLLOWING CLAUSE:

"B 1518 RETRO-REFLECTIVE MATERIAL

Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in Clause B 8118. The values of the Coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B8118/1."

B7. SECTION 1700: CLEARING AND GRUBBING

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

DELETE "normally" IN THE SECOND PARAGRAPH.

B8. SECTION 1800: DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.
ADD THE FOLLOWING:

B1801 SCOPE

This section covers the listing of day work items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

B1802 ORDERING OF DAYWORK

No day work shall be undertaken unless specific written authorisation is obtained from the engineer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following day work items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers:	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h)
	(iii) Skilled	Hour (h)
B18.02	Foreman	Hour (h)
B18.03	Tipper trucks:	
	(i) 3 – 5 ton	Hour (h)
	(ii) 5,1 – 10 ton	Hour (h)
B18.07	LDV	
	roller	Hour(h)
	Hand Controlled	Hour(h)
	Compactors	Hour(h)
	(i) Pedestrian	Hour(h)
	(iii) Rammers	Hour(h)
	Water truck (min 12000 l)	

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in sub clause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on day work items in accordance with the Appendix to the Tender shall not be applicable on day work items listed in the bill of quantities in terms of the above specifications. In the event of new day work rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B2204 CONSTRUCTION METHODS

Add the following:

“In all cases where soft founding materials is classified as suitable for culvert bedding construction, the in situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section.”

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.

Scope

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

- a) Earthworks – Excavations & Backfilling
- b) Steel fixing
- c) Concrete works
- d) Brick work
- e) Plaster work
- f) Roof installation
- g) Plumbing

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.

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;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Note:

- 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.

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section”.

Delete sub clause B.2210 (b) (ii): “Prefabricated floor slabs.”

B.2211 BACKFILLING OF PREFABRICATED CULVERTS

Change the last sentence in the fourth paragraph to read "90% or 93% as shown on the drawings or as directed by the engineer."

B2212: INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

Concrete work

Add the following:

“The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally, all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wing walls shall be finished to a Class U2 surface finish.”

(h) Prefabricated inlet and outlet structures

Add the following:

“The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wing wall type inlets and outlets shall be constructed as indicated on the drawings and shall be in accordance with section 6000 of the Standard Specifications. Allowance for measurement and payment for wing wall type inlets and outlets is made in the schedule in this section.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B2218: MEASUREMENTS AND PAYMENT

Add the following:

“Item	Unit
B22.01(c)	

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Section : Project Specifications

cubic metre (m³)

Measurement shall be as specified for pay item 22.01 of the standard specifications. The bided rate shall include full compensation for carrying out the excavations by hand where circumstances prevent the use of mechanical excavators.

Unit

B22.07 (f) Formwork for joints in cast in situ concrete invert slabs

metre (m)

Measurement and payment shall be as specified in item 22.07 of the standard specifications with the exception that formwork for construction joints in cast in situ invert slabs in trench conditions as indicated on the drawings, shall be measured and paid for in accordance with section 6200 of the standard specifications. No payment shall be made for formwork to the outside edges of invert slabs (closest to excavated face)."

Add the following to pay item 22.08:

"In addition to the requirements for measuring concrete backfill to rectangular culverts as specified for item 22.08, the following shall apply:

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation. The width of the concrete backfill between portals in the case of multiple culverts, shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal".

Add the following new items:

Unit

B22.29

Number (No.)

The bided rate shall include full compensation for supply and installation of the tie bars.

B) Extra over sub-item B22:30(a) for compaction to 93% of Mod. AASHTO density (depth indicate) cubic metre (m3)

Witness 2

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The unit of measurement shall be the cubic metre of material ripped and compacted as specified. The bided rate shall include full compensation for the ripping of the in-situ material to the specified width and depth, wetting of the material to such an extent that the specified density can be achieved.

ITEM	UNIT
B22.31 Dewatering and keeping dry of culvert excavations	NO.

The unit of measurement shall be the number of culverts constructed. The bided rate shall be full compensation for dewatering and keeping dry of the culvert excavations until the backfill is completed.

Payment shall be as follows:

80% of the payment shall be made after the barrel of the culvert has been constructed and backfilled. Remaining 20% of the payment shall be made after the wing walls have been constructed and backfilled.

ITEM	UNIT
B22.32Cutting of concrete pipes	
a) Diameter indicated	Number (No.)

The unit of measurement shall be the number of pipes that have been cut. The bided rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid. Cutting of pipes shall only be paid for if the headwall of the wing walls are at such a skew angle in respect to the centre line of the pipes that cutting is required and where non-standard lengths are required. The maximum skew angle at which pipes are allowed to be cut shall be 30 degrees and the minimum length of pipe, measured along the shortest side, shall be 1,5m."Classification of soft/hard materials as well as all quantities shall be agreed upon and finalised as the work progresses.

B10.SECTION 3100 : BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

RENUMBER THE EXISTING SUB-CLAUSE (c) AS SUB-CLAUSE (d) AND ADD THE FOLLOWING SUB-CLAUSE (c):

"Should borrow pits located on ground not owned by the Employer be required during the contract, all negotiations and compensation will be arranged by the Employer. Before the Contractor enters private property for the purpose of opening borrow pits, constructing access roads, temporarily occupying certain land or inspecting relevant areas, he shall notify the Engineer well in advance of such action being undertaken. If any negotiations with land owners are required, the Employer will enter into such negotiations and obtain the necessary permission".

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: BM17/24/25
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B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(d) Excavating borrow material

ADD THE FOLLOWING:

“The Contractor shall at all times ensure that the removal of the material is carried out in such a manner that the stability of the exposed faces is not prejudiced and safe working conditions are maintained”.

The Contractor’s attention is specifically drawn to the requirement that only material approved by the Engineer may be used to bring the road up to the specified new formation (sub-base) level. To obtain better material characteristics in the fill, wearing course material from the existing road formation may be mixed with material obtained from the adjacent road reserve.

After the road has been brought up to the specified new formation level, whether material was imported, moved laterally in the road reserve or the existing profile was only re-shaped, a full set of cross-sections, on the same positions as the original set, shall be supplied to the Engineer. The Engineer must approve the new levels, profile and alignment before any importation of wearing course material shall be permitted.

During the re-shaping process, the road side drains and cut and fill slopes shall be trimmed and finished true to line, level and cross-section. No additional payment will be made for trimming and finishing of cut and fill slopes”.

C3.4.2.22 SECTION 6400: CONCRETE FOR STRUCTURES

B.6402 MATERIALS

Cement

Replace this sub-section with the following:

“Refer to section 1142 for specification of cement.”

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.

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B.6404 CONCRETE QUALITY

Strength concrete

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m³ of concrete. The contractor must provide the engineer with complete mix designs and materials for strength concrete at least two (2) weeks before the first concrete is cast on the project".

B.6405 MEASURING THE MATERIALS

(a) Aggregates

Add the following:

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

B.6407 PLACING AND COMPACTING

(a) General

Add the following after the third paragraph:

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

B.6408 CONSTRUCTION JOINTS

(a) General

Add the following:

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer".

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B.6409 CURING AND PROTECTING

Add the following:

The surface area of bridge and culvert floor slabs and decks shall be cured as follows:

(i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).

(iii)After the concrete has set sufficiently the entire area shall be treated with an approved curing compound as specified in clause 6409(f)."

B.6414 QUALITY OF MATERIALS AND WORKMANSHIP

(a) Criteria for compliance with the requirements

Add the following:

"Quality control shall be carried out by the engineer as specified in Section 8200: Quality Control (Scheme 1)."

Add the following new paragraph:

(c) Concrete cores - strength requirements

"Cores will only be drilled if authorised by the engineer. This will only be considered if the contractor's own cubes, when crushed by the engineer, attained the required 28-day cube strength."

B.6416 MEASUREMENT AND PAYMENT

Item	Unit
B64.01	
Cast in situ concrete:	cubic metre (m3)

Add the following after the first paragraph:

"Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat footing dimensions of 200mm where in the opinion of the engineer accurate excavation to

neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations)."

B18.SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING CLAUSE:

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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B8118 TESTS ON RETRO-REFLECTIVE MATERIAL FOR USE ON ROAD SIGNS

On site testing of the retro-reflective properties of road signs shall be done with a field retro-reflectometer measuring at an entrance angle of 5,0° and an observation angle of 0,33°. The coefficient of retro-reflection so determined shall not be less than the relevant values given in Table B 8118/1 below. The coefficients of retro-reflection are expressed in candelas per lux per square metre (cd/(lux/m²)).

TABLE B 8118/1 COEFFICIENTS OF RETRO-REFLECTION

1	2	3	4	5	6	7	8	9	10	11
Class	Observation angle (degrees)	Entrance angle (degrees)	Coefficient of retro-reflection for different colours of material when measured with Standard Illuminate A* (cd/(lux/m²)) minimum							
			Red	Orange	Yellow	Green	Blue	Purple	White	Brown
I	0,33	5	10	20	35	7	3	2	50	3
II	0,33	5	20	40	70	14	6	4	100	6
III	0,33	5	30	60	105	21	9	6	150	9

*See CIE

Publication 15 (E-1.3.1)' "

PROJECT SPECIFICATIONS

C 3.3 PART C PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

C 01	SCOPE
C 02	INTERPRETATIONS
C 03	PERMITTED SOURCES OF TEMPORARY WORKERS C 04
	EMPLOYMENT RECORDS TO BE PROVIDED
C 05	VARIATIONS IN WORKER PRODUCTION RATES C 06
	TRAINING OF THE TEMPORARY WORKFORCE C 07
	RECRUITMENT AND SELECTION PROCEDURES
C 08	TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
C 09	LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES C 10
	THE SUBCONTRACTORS' WORKFORCES
C 11	MEASUREMENT AND PAYMENT

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C 02 INTERPRETATIONS

C 02.01 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

(a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who posses special skills and/or who play key roles in the Contractor's or Subcontractor's operation

(b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

(c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

(d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like

(e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors

(f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelized.

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C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce which is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

(a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

(b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C 06 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

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C 07 RECRUITMENT AND SELECTION PROCEDURES

C 07.01 the Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

C 07.02 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

C 07.03 the Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

C 07.04 the Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, address, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) Period since last economically active
- (e) Preference for type of work or task.

C 07.05 the Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
 - (i) All available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (i) The Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

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C 07.06 After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

C 07.07 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C 07.08 the Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C 08.01 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C 09.01 the Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

C 09.02 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C 09.03 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Sub clause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C 09.04 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

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C 10 THE SUBCONTRACTORS' WORKFORCES

C 10.01 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C 10.02 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C 11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part D as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

C3.3 PARTICULAR SPECIFICATIONS

PART C : ENVIRONMENTAL MANAGEMENT PLAN

- C1. General
- C2. Training and Induction of Employees
- C3. Complaints Register and Environmental Incident Book
- C4. Site Cleanliness and Neatness
- C5. Access
- 6. Borrow Pits
- 7. Dust Control / Air Quality
- 8. Fauna
- 9. Fire Prevention and Control
- 10. Grave Sites
- 11. Materials Handling and Spills Management
- 12. Noise
- 13. Pollution Control
- 14. Rivers and Streams
- 15. Safety
- 16. Soil Management
- 17. Worker Conduct
- 18. Traffic Disturbances and Diversions
- 19. Vegetation
- 20. Waste Management

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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PART D: DAYWORKS

1. Scope
2. Type of Work
3. Materials
4. Construction Plant Hire
5. Salaries and Wages of Workmen
6. Measurement and Payment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART E: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

1. Introduction and Background
2. Preconstruction Health and Safety specification
 - 2.1 Scope
 - 2.2 Interpretations
 - 2.3 Minimum Administrative requirements
 - 2.4 Health and Safety Induction, Training and Equipment
 - 2.5 Preliminary Hazard Identification and Risk Assessment
 - 2.6 Permits
 - 2.7 Incentives and Penalties
 - 2.8 Specific Project Requirements
3. Financial Provision for Health and Safety
4. Guidelines for the preparation of a Typical H&S Plan

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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BLOUBERG MUNICIPALITY

BID NO: BM17/24/25

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE C3.1 STANDARD
SPECIFICATIONS

The standard specifications on which this contract is based is **SANS 10400 – National Building Regulations (NBR) South Africa.**

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

- SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
- SANS 1914-1 to 6 (2002) : Targeted Construction Procurement
- SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts
- SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and

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C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

▪ SCHEDULE B: ENVIRONMENTAL MANAGEMENT SPECIFICATION

General Environmental Guidelines

This EMPr has been compiled in fulfilment of the requirements of the National Environmental Management Act (Act 107 of 1998) and other associated regulations and is therefore legally binding. BLM's responsibilities include the appointment of an independent an Environmental Control Officer (ECO) for the duration of the project; responsible for implementing the EMPr and associated policies, procedures, and bylaws. The ECO is required to ensure that all personnel involved in the project are trained and familiar with the requirements of the EMPr.

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There are several management actions required to ensure that the EMPr objectives are met. The construction and operational activities must ensure that the following is adhered to:

- Works are conducted in accordance with relevant environmental statutory requirements and non-statutory policy, as detailed throughout this EMPr;
- Works are conducted to cause the least possible disturbance to the environment and to aid rehabilitation;
- Works are conducted in such a way as to minimise the likelihood of environmental degradation;
- Works are conducted in such a way as to manage the impact of the works (e.g., noise, traffic, etc.) on neighbouring properties;
- All employees engaged in the works comply with the requirements of the EMPr;
- Clear procedures are provided for the management of environmental impacts, including corrective actions;
- Identify management responsibilities and reporting requirements to ensure compliance with the EMPr; and
- To ensure safe and healthy conditions for humans and animals during the road maintenance.

Environmental Control Officer (ECO)

As indicated above, the ECO will be responsible for implementing the EMPr and will also conduct monthly audits and a detailed audit report must be submitted to MLM for review and correction of non-compliance where applicable. If queries or problems arise for issues that cannot be proficiently addressed by the ECO, he must seek advice from a person or persons that are knowledgeable and experienced in the relevant field. Outstanding non-compliances will be conveyed to MLM who will further communicate, in writing, with the National Department of Environment Forestry and Fisheries (DEFF) or the Provincial Authorities who will then decide on appropriate action.

Failure to comply with the Environmental Considerations

The ECO will, acting reasonably, have the authority to order the contractor to suspend part or all the works if he causes unacceptable damage to the environment by not adhering to the specifications set out below. The suspension will be enforced until the offending parties' actions and procedures are corrected, and adequate mitigation measures are implemented.

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Progress / Site Meetings

Environmental issues shall be put on the agenda as a discussion point during meetings. The ECO, or a designated person involved with environmental issues on the project, shall attend the progress and or site meetings regularly to provide feedback on any outstanding or contentious environmental matters.

1.1 Public Engagement

The links to the community that will be established must be maintained and utilised to the mutual benefit of all parties. The ECO is responsible for addressing any environmental problems or queries raised by the community and must maintain close contact with the representatives thereof. This EMPr will be made available, on request, for perusal by the public.

The ECO must keep a complaint register where all complaints raised by the Interested and Affected Parties (I&APs) must be included in the register and addressed. The following must be recorded:

- Complainant's name;
- Address;
- Phone number;
- Description of complaint;
- Date when the complaint was raised; and
- Action taken.

Following the requirement of Appendix 4 of the EIA Regulations of 2014 as amended, the EMPr must provide a detailed list of applicable legislation, presented in Table 3. The table highlights the acts and legislation relevant to the project, and pertinent to the activities undertaken on site. The EMPr considers Municipal policies, plans, and by-laws as well as world best practices. The legislation applicable to the project is not an exhaustive analysis; however, it provides a guideline to the relevant aspects of each act.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Applicable Bi-laws and Legislation

Aspect	Relevant Legislation	Brief Description
Human	The Constitution of South Africa, 1996 (Act No. 108 of 1996)	<p>The Constitution of South Africa, 1996 (Act No. 108 of 1996) provides for an environmental right (contained in the Bill of Rights, Chapter 2). In terms of Section 7, the state is obliged to respect, promote, and fulfil the rights in the Bill of Rights. The environmental right states that:</p> <p>“Everyone has the right -</p> <p>a) To an environment that is not harmful to their health or well-being; and</p> <p>b) To have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that -</p> <ul style="list-style-type: none"> • Prevent pollution and ecological degradation; • Promote conservation; and • Secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.”
Environment	National Environmental Management: Act 1998, (Act No. 107 of 1998)	<p>The overarching principles of sound environmental responsibility are reflected in the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA). The principles set out in the National Environmental Management Act, 1998 (Act No. 107 of 1998), hereafter, are referred to as NEMA. Construction and operation must be conducted in line with the generally accepted principles of sustainable development, integrating social, economic, and environmental factors.</p>
Biodiversity	National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004)	<p>The purpose of the National Environmental Management Biodiversity Act, 2004 (Act No. 10 of 2004) (NEMBA) is to provide for the management and conservation of South Africa’s biodiversity within the framework of the NEMA and the protection of species and ecosystems that warrant national protection. As part of its implementation strategy, the Biodiversity permit must be applied for the</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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		removal of the protected trees (Morula trees) noted on site.
Protected Areas	National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003)	The purpose of this Act is to provide for the protection, conservation, and management of ecologically viable areas representative of South Africa's biological diversity and its natural landscapes.
Heritage Resources	National Heritage Resources Act, 1999 (Act No. 25 of 1999)	<p>The proposed road maintenance exceeds 300m in length.</p> <p>Due to the nature of the project, the project is the maintenance of the road, it is very unlikely that any sites or features dating to the pre-colonial history of the region would still exist in the study area. However, isolated objects such as Stone artefacts might be exposed in areas close to stream beds.</p> <p>The National Heritage Resources Act, 1999 (Act No. 25 of 1999) legislates the necessity for cultural and heritage impact assessment in areas earmarked for development, which exceed 0.5 ha. The Act makes provision for the potential destruction of existing sites, pending the archaeologist's recommendations through permitting procedures. Permits are administered by the South African Heritage Resources Agency (SAHRA). The current activities do not trigger any activity listed in the heritage Act. Current operations do not trigger any HIA listed activities; Due to the nature of the project, the project is maintenance of the road, it is very unlikely that any sites or features dating to the pre-colonial history of the region would still exist in the study area. However, isolated objects such as Stone Age artefacts might be exposed in areas close to stream beds.</p>
Air quality management and control	National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004)	<p>The object of the Act is to protect the environment by providing reasonable measures for the protection and enhancement of air quality and to prevent air pollution.</p> <p>Section 32 of the National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004) deals with dust control measures in respect of dust control. It provides that the Minister or MEC may prescribe measures for the control of dust in specified places or areas,</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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		either in general or by specified machinery or in specified instances, the steps to be taken to prevent nuisance by dust or other measures aimed at the control of dust.
Noise Management and Control	Noise Control Regulations in terms of the Environmental Conservation, 1989 (Act 73 of 1989)	<p>The assessment of impacts relating to noise pollution management and control, where appropriate, must form part of the EMP. Applicable laws regarding noise management and control refer to the National Noise Control Regulations issued in terms of the Environment Conservation, 1989 (Act 73 of 1989).</p> <p>There is no requirement for a noise permit in terms of the legislation.</p>
Water	National Water Act, 1998 (Act 36 of 1998)	<p>This Act provides for fundamental reform of the law relating to water resources and use. The preamble to the Act recognizes that water resource management aims to achieve sustainable use of water for the benefit of all users and that the protection of the quality of water resources is necessary to ensure sustainability of the nation's water resources in the interests of all water users.</p> <ul style="list-style-type: none"> • Under S21 of the Act, water uses must be licensed unless such water use falls into one of the categories listed in S22 of the Act or falls under the general authorisation. • In terms of S19, the project proponent must ensure that reasonable measures are taken throughout the life cycle of this project to prevent and remedy the effects of pollution to water resources from occurring, continuing, or recurring. • The proposed development requires a Water Use License as per the following regulations:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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		<ul style="list-style-type: none"> Section 21 (i): altering the bed, banks, course, or characteristics of a watercourse. Requirements set by S19 will apply throughout the life-cycle of the project
Agricultural Resources	Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983)	<p>The Act aims to provide control over the utilization of natural agricultural resources to promote the conservation of the soil, water resources, and vegetation and to combat weeds and invader plants. Section 6 of the Act makes provision for control measures to be applied to achieve the objectives of the Act. Regulation 15 of GNR1048 provides for the declaration of weeds and invader plants, and these are set out in Table 3 of GNR1048. Declared Weeds and Invaders in South Africa are categorised according to one of the following categories:</p> <ul style="list-style-type: none"> Category 1 plants: are prohibited and must be controlled. Category 2 plants: (commercially used plants) may be grown in demarcated areas providing that there is a permit and that steps are taken to prevent their spread. Category 3 plants: (ornamentally used plants) may no longer be planted; existing plants may remain, as long as all reasonable steps are taken to prevent the spreading thereof, except within the flood line of watercourses and wetlands. <p>An alien species management plan to be included in the requirements of the EMP.</p>
Waste	National Environmental Management Waste	To reform the law regulating waste management to protect health and the environment by providing reasonable measures for the prevention of pollution and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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	Act, 2008 (Act 59 of 2008)	<p>ecological degradation and for securing ecologically sustainable development; to provide for institutional arrangements and planning matters; to provide for national norms and standards for regulating the management of waste by all spheres of government; to provide for specific waste management measures; to provide for the licensing and control of waste management activities; to provide for the remediation of contaminated land; to provide for the national waste information system; to provide for compliance and enforcement; and to provide for matters connected therewith.</p> <p>In terms of GNR921, no waste license is required for the project</p> <ul style="list-style-type: none"> Waste handling, storage and disposal during construction and operation are required to be undertaken in accordance with the requirements of this Act, as detailed in the applicable EMP, as well as in accordance with the relevant Norms and Standards.
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Method statements for the activities to be carried out

The following Method Statements (MS) related to site activities must be prepared and signed by the Project Manager (PM) to ensure compliance with applicable legislation. This list has not exhausted all the activities/aspects that may require MS of the railway siding activities:

- Site establishment
- Preparation of the site (i.e., clearing vegetation, compacting soils, and removing existing infrastructure and waste).
- Soil management/stockpiling and erosion control.
- Excavations and backfilling procedure.
- Stipulate norms and standards for water supply and usage (i.e.: comply strictly with licence and legislation requirements and restrictions)
- Stipulate the stormwater management procedures recommended in the storm water management method statement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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- Ablution facilities (placement, maintenance, management, and servicing)
- Solid Waste Management:
- Dust and noise pollution
- Hazardous substance storage
- Fire prevention and management measures on-site.
- Fauna and flora protection process on and off-site
- Incident and accident reporting protocol.
- General administration
- Rehabilitation
- Decommissioning

Project team Roles and responsibilities

The roles of the responsible people on site are included below:

The Client/Developer (BLM)

- The developer (refers to as BLM) remains responsible for ensuring that the maintenance is implemented according to the requirements of the EMPr.
- Although the developer appoints specific role players to perform functions on his/her behalf, this responsibility is delegated.
- The developer is responsible for ensuring that sufficient resources (time, financial, human, equipment, etc.) are available to the other role players (e.g. the ECO, Engineer, and contractor) to efficiently perform their tasks in terms of the EMPr.
- The developer is liable for restoring the environment in the event of negligence leading to damage to the environment.
- The developer must ensure to appoint an independent Environmental Control Officer (ECO to monitor and audit the implementation of the EMPr and environmental authorisation.
- The ECO must have the appropriate experience and qualifications to undertake the necessary tasks

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- The developer must appoint an independent Environmental Control Officer (ECO) during the construction phase to oversee all the environmental aspects relating to the development.

Contractor and service providers

All contractors (including sub-contractors and staff) and service providers are responsible for:

- sand the service providers are bound to the EMPr conditions through their contract and appointments with the developer Accordingly the contractors and service providers should; Thoroughly familiarise themselves with the EMPr requirements during construction phases and must request clarification on any aspect of these documents, should they be unclear.
- Ensuring that they have provided a sufficient budget for complying with all EMPr conditions at the tender stage.
- Ensuring adherence to the environmental management specifications.
- Ensuring that Method Statements are submitted to the Site Manager, and ECO, for approval before any work is undertaken. Any lack of adherence to this will be considered as non-compliance to the specifications of the EMPr.
- Ensuring that any instructions (whether verbal or written) issued by the site manager, project manager or site engineer, ECO, in terms of the EMPr are adhered to.

Environmental Control Officer (ECO)

- The Environmental Control Officer (ECO) is appointed by the developer as an independent monitor of the implementation of the EMPr. He/she must form part of the project team and be involved in all aspects of project planning that can influence environmental conditions on the site. The ECO must attend relevant project meetings, conduct inspections to assess compliance with the EMPr, and be responsible for providing feedback on potential environmental problems associated with the maintenance. In addition, the ECO is responsible for:
- Assisting in ensuring that the necessary environmental authorisations and permits have been obtained before construction commencing.
- Reviewing the Contractor's construction Method Statements.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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- Monthly site inspections of all construction areas with regard to compliance with the EMPr.
- Monitoring and verifying adherence to the EMPr, 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.
- 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.
- Auditing the implementation of the EMPr monthly.
- Compiling a final audit report regarding the EMPr and its implementation during the construction period after completion of the contract and submitting this report to the Employer and the project team.

The ECO has the right to enter the site and conduct monitoring inspections and auditing at any time, subject to compliance with health and safety requirements applicable to the site (e.g., wearing safety boots and protective headgear).

Resident Engineer (RE)

The Resident Engineer (RE) will be appointed by the 'Developer' and will be required to oversee the construction program and construction activities performed by the Contractor. The RE is expected to liaise with the Contractor and ECO on environmental matters, as well as any pertinent engineering matters where these may have environmental consequences. He/she will oversee the general compliance of the Contractor with the EMPr and other pertinent site specifications. The RE will also be required to be familiar with the EMPr specifications and further monitor the Contractor's compliance with the Environmental Specifications on a daily basis, through the Site diary, and enforce compliance.

The National and or Local/Provincial Environmental Authority

The competent authorities are responsible for authorising any required licenses or permits and to enforce compliance with the legislative requirements. They have the right to access the site for compliance monitoring inspections at any given time, subject to compliance with health and safety requirements applicable to the site (e.g., wearing of safety boots and protective headgear).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ENVIRONMENTAL MANAGEMENT MEASURES

The following section serves to prescribe mitigation measures to prevent, reduce, eliminate, or compensate for impacts, to acceptable/insignificant levels.

Pre-Construction Management Programme

The pre-construction management program is to be used as a guide during the planning, design and detailing of the development components. This part of the programme is to be referenced by all involved in decision making during the planning and design phases.

Monitoring programme

This section focuses on the systems and procedures required to ensure that the environmental specifications contained in the EMPr are effectively implemented, monitored and recorded. A copy of the EMPr will be available on site at all times.

The appointed ECO is responsible for ensuring compliance with the EMPr. It is recommended that periodic EMPr compliance reports (audits) are compiled by the ECO and submitted to MLM and contractor for review and correction of non-compliance issues. It is the responsibility of the ECO to report any non-compliances to the relevant authorities.

The I&APs must be allowed access to the EMPr document. They have the right to monitor specific aspects of the EMPr in conjunction with the Client; however, no member of the public may enter the construction site without prior approval from the Client.

The ECO shall keep a record of all complaints received from the community and communicate them to the project manager. These complaints must be addressed and mitigated, within reason. Records relating to the compliance/non-compliance with the conditions of the EMPr as well as audits reports shall be kept in good order and shall be made available to Authorities as requested.

OBJECTIVE: Monitor the performance of the control strategies employed against environmental objectives and standards

A monitoring programme must be in place not only to ensure conformance with the EMPr, but also to monitor any environmental issues and impacts which have not been accounted for in

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the EMPr that are or could result in significant environmental impacts for which corrective action is required. The contractor project manager will work with the site manager of the contractor to ensure that monitoring is conducted and reported. The aim of the monitoring and auditing process would be to routinely monitor the implementation of the specified environmental specifications, in order to:

- Monitor and audit compliance with the prescriptive and procedural terms of the environmental specifications.
- Ensure adequate and appropriate interventions to address non-compliance.
- Ensure adequate and appropriate interventions to address environmental degradation.
- Provide a mechanism for the lodging and resolution of public complaints.
- Ensure appropriate and adequate record keeping related to environmental compliance.
- Determine the effectiveness of the environmental specifications and recommend the requisite changes and updates based on audit outcomes, in order to enhance the efficacy of environmental management on site.

Method of Monitoring

The independent ECO will ensure compliance with the EMPr and will conduct monitoring activities. The ECO will undertake site inspections on a monthly basis. The ECO will report all non-compliances to the Site Manager and submit such reports to the Developer.

Monitoring report

A monitoring report will be compiled by the ECO on a monthly basis and must be submitted to the Developer and presented to the project team as deemed practical or with the Final audit report. The report should include details of the activities undertaken in the reporting period, any non-conformances or incidences recorded, corrective action required and details of these non-conformances or incidents which have been closed out.

Emergency Procedures

The Contractor must ensure that all emergency procedures are in place prior to commencing work. Emergency procedures shall include, but are not limited to, fire, spills, contamination of the ground, accidents to employees, use of hazardous substances and materials, etc.

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The Contractor shall ensure that lists of all emergency telephone numbers/contact persons (including fire control) are kept up to date and that all numbers and names are posted at relevant locations throughout the construction and operational phases.

Environmental Incidents

“Incident” means an unexpected sudden occurrence including a major emission, fire or explosion leading to danger to the public or potentially serious pollution of or detriment to the environment whether immediate or delayed. In terms of Section 30 of the National Environmental Management Act 107 of 1998 (NEMA), the incident must be reported to the Environmental Officer (ECO) as soon as the incident is discovered. The ECO must, through the most effective means reasonably available, provide details of the incident (as outlined in NEMA) to the Director General of the Department of Forestry, Fisheries and Environment (DFFE), the South African Police Services (SAPS) and the relevant fire prevention services, the relevant provincial Head of Department and all persons whose health may be affected by the incident.

The ECO, as the responsible person, must as soon as reasonably practical after knowledge of the incident undertake the following:

- Take all reasonable measures to contain and minimise the effects of the incident, including its effect on the environment and any risks posed by the incident to the health, safety and property of persons.
- Undertake clean-up procedures.
- Remedy the effects of the incident.
- Assess the immediate and long-term effects of the incident on the environment and public health.

The ECO, as the responsible person, must, within 14 days of the incident; report to the persons outlined above such information as is available to enable an initial evaluation of the incident. Records of all incidents must be retained for a period not less than five years.

Safety

The Client shall ensure the following:

- Compliance with the Occupational Health and Safety Act 85 of 1993;
- Reasonable measures are taken to ensure the safety of all site staff;

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- All vehicles using public roads are in a roadworthy condition, drivers adhere to the speed limits, and loads are secured.
- All Local, Provincial and National regulations are adhered to; and
- All accidents and incidents are recorded and reported to the SHE officer and/or relevant authority (Labour, LEDET etc.).
- The SHE officer must have contact details of the nearest emergency rooms (hospitals) to the site, of both private and public hospitals.

Failure to comply with the Environmental Considerations

The project manager will, acting reasonably, have the authority to order the contractor to suspend part or all the works if he causes unacceptable damage to the environment by not adhering to the specifications set out above. The suspension will be enforced until such time as the offending parties' actions, procedures and/or equipment are corrected, and adequate mitigation measures implemented.

B12.05: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

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The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in a flood plain environment subject to flooding
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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- High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “**client**” as defined in the Construction Regulations 2014. “**Employer**” and “**client**” is therefore interchangeable and shall be read in the context of the relevant document.
- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved (7 days before):

- (a) Include excavation work;
- (b) Include working at a height where there is risk of falling
- (c) Include the demolition of a structure
- (d) Include the use of explosives to perform construction work.

The notification must be done in the form of the pro forma included under Section T2. Returnable documents.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

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E5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

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E7. APPOINTMENT OF CONSTRUCTION MANAGER AND SAFETY PERSONNEL

7.1 Construction Manager (Regulation 8(1))

The Contractor shall appoint a full-time **Construction Manager** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction manager (regulation 8(2)) where justified by the scope and complexity of the works.

7.2 Construction safety officer (Regulation 8(5))

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives (Regulation 31)

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

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7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Formwork and support work (temporary works) as described in Regulation 12;
- (d) Excavation work as described in Regulation 13;
- (e) Demolition work as described in Regulation 14;
- (f) Scaffolding work as described in Regulation 16;
- (g) Suspended platform operations as described in Regulation 17;
- (h) Material hoists as described in Regulation 19;
- (i) Bulk mixing plant (Batch plant) operations as described in Regulation 20;
- (j) Explosive actuated fastening device (Explosive powered tools) as described in Regulation 21;
- (k) Cranes as described in Regulation 22;
- (l) Construction vehicle and mobile plant in regulation 23

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- (m) competent person as described in Regulation;
- (n) Electrical installation and Machinery on construction sites as described in Regulation 24;
- (o) Use and temporary storage of flammable liquids on construction sites as described on regulation 25
- (p) Water Environments as described on regulation 26
- (q) Housekeeping and General Safeguarding on construction sites as described on regulation 27
- (r) Stacking and storage on construction sites as described in Regulation 28; and
- (s) Fire precautions on construction sites as described in Regulation 29.
- (t) Construction employees' facilities as described in regulation 30
- (u) Offences and penalties as described in regulation 33

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 3(6) with inputs by the

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Construction Safety Officer (Regulation 8(5));

- (f) A copy of the risk assessment described in Regulation 9;
- (g) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(c)) and formwork and support work structures (Regulation 6(2)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 3);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 19(5));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2)(f));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k).

E9. CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are

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highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 5 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 7(1) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 8.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

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(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Temporary work (Formwork and support work) (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: BM17/24/25
Part C: Scope of work
Section : Project Specifications

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 15)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(a) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(b) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(c) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(d) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(e) Bulk moving plant (Batch plants) (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with,

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Contract: BM17/24/25
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and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

- (f) Explosive actuated fastening device(Explosive powered tools)
(Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

- (g) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

- (h) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

- (k) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: BM17/24/25
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All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

- (l) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

- (m) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

- (n) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

- (o) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

- (p) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

- (q) Construction welfare facilities (Regulation 30)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: BM17/24/25
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The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(r) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

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OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATION

CONTRACT No.: BM17/24/25

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

General Notification

This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's (**Blouberg Municipality**) Occupational Health, Safety & Environmental (SHE) Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993). The Specification shall furthermore be applied for the management of Mandatories performing activities for or on behalf of Blouberg Municipality, irrespective whether the contract work constitutes construction work or not.

The Contract Specification is contained in Volume 1 of the contract documents in Part 1: Scope of Work.

Acknowledgements

This Occupational Health, Safety & Environmental (SHE) Specification was developed by the internal OHS Department of OltaTech Consulting for the sole use by Blouberg Municipality.

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Contractor

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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ABBREVIATIONS

Abbreviation	Description
CR	Construction Regulations
COID	Compensation for Occupational Injuries and Diseases
DoL	Department of Labour
GAR	General Administrative Regulations
GMR	General Machinery Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
BLOUBERG MUNICIPALITY	Blouberg Municipality
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
PER	Pressure Equipment Regulations
SANS	South African National Standards
SABS	South African Bureau Standard
SHE	Safety, Health & Environment

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DEFINITIONS

Word / Phrase	Definition
“WCL 1”, “WCL 2” and “WCL 22”	Means the prescribed forms for reporting of incidents and occupational diseases referred to in the Compensation for Occupational Injuries and Diseases Act.
Competent Person	A person who has in respect of the work or task to be performed the required knowledge, training, experience and, where applicable, qualifications specific to that work or task: provided that where appropriate, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, (Act 67 of 2000).
Construction work	Any work in connection with: a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure b) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work
Contractor (inclusive of Principal Contractor)	Any organization, person, entity performing activities for or on behalf of Blouberg Municipality.
Corrective Action	Action to eliminate the cause of a detected nonconformity or other undesirable situation.
Employee	Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person
Employer	Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section I (1) of the Labour Relations Act, 1956 (Act No. 28 of 1956)
Hazard	Means a source of or exposure to danger.
Hazard identification	The identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.
Incident	Means an incident as contemplated in section 24 (1) of the OHS Act 85 of 1993.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Machinery	means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy
Mandatory	Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user
Medical surveillance	Means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
Method Statement	A document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.
Principal Contractor	Any employer who performs work and is appointed by the Client to be in overall control and management of the contract work (inclusive of Mandatories).
SHE File	A file or other record in permanent form, containing the information required as contemplated in the S.H.E Specification Document and legal requirements applicable to work activities.
SHE Plan	A documented plan which seeks to address all hazards identified means and ways to control and eliminate such to ensure compliance to the S.H.E Specification.
Workplace	Any physical location in which work related activities are performed under the control of the organization.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1. Introduction

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), Blouberg Municipality is required to control persons/organizations conducting activities for or on their behalf (Mandatories) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring Blouberg Municipality to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers / Mandatories.

The dual objective of this specification is to ensure that the Mandatories and Principal Contractors (herein after called Principal Contractor (including Mandatories)) entering into a contractual agreement/relationship with Blouberg Municipality. achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

This document forms an integral part of the Contract Specification and, in particular, shall be the OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL (SHE) SPECIFICATION FOR CONSTRUCTION WORK. The Contract Specification is contained in other Volumes of the contract documents. The principal and other contractors shall ensure that this specification is included with any contract/s that they may have with other contractors and/or suppliers that are engaged for the provision of labour, goods or services for this project. The Principal Contractor and its Contractors shall furthermore implement any reasonably practicable means to ensure compliance to this Occupational Health, Safety and Environmental (SHE) Specification and any other applicable legislation on their organization and/or activities performed by or for them. This SHE Specification will be read in conjunction, where issued and applicable, with the Environmental Specification issued for listed activities requiring environmental authorization by a relevant authority.

Compliance with this SHE specification does not absolve the Principal Contractor from complying with any other applicable minimum legal requirement and the Principal Contractor remains responsible for the sustainable integrity of the environment and the health and safety of its employees, mandatories as well as any persons affected by activities conducted for or on behalf of Blouberg Municipality

1.1. Blouberg Municipality's commitment to Occupational Health, Safety & Environmental (SHE) Management

Blouberg Municipality is committed to responsible occupational health, safety and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies and control measures with all levels of employees, contractor and/or visitors;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Ensuring visible leadership at all sites;
 - Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
 - Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
 - Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
 - Recognizing and conducting safe work practices and coaching employees who require guidance;
 - Applying and enforcing consequence management from deviations and transgressions of/from compliance to this SHE Specification noted and/or observed, where applicable;
 - Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
-
- Encouraging employee participation in the formulation of work instructions and safety rules.

1.2. Scope of Occupational Health, Safety and Environmental (SHE) Specification

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work.

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

In particular, Blouberg Municipality will ensure that it shall not appoint any Principal Contractor unless it is reasonably satisfied that the contractor which it intends to appoint has the necessary competencies and resources to carry out the work safely.

1.3. Omissions from SHE Specification

Where any omission from the SHE Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to Blouberg Municipality on compliance to the applicable legal requirements related to the activity
/ task / process.

1.4. Change management

Whenever Blouberg Municipality identifies the need to change or review the SHE Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative process between Blouberg Municipality and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the SHE Plan / File framework.

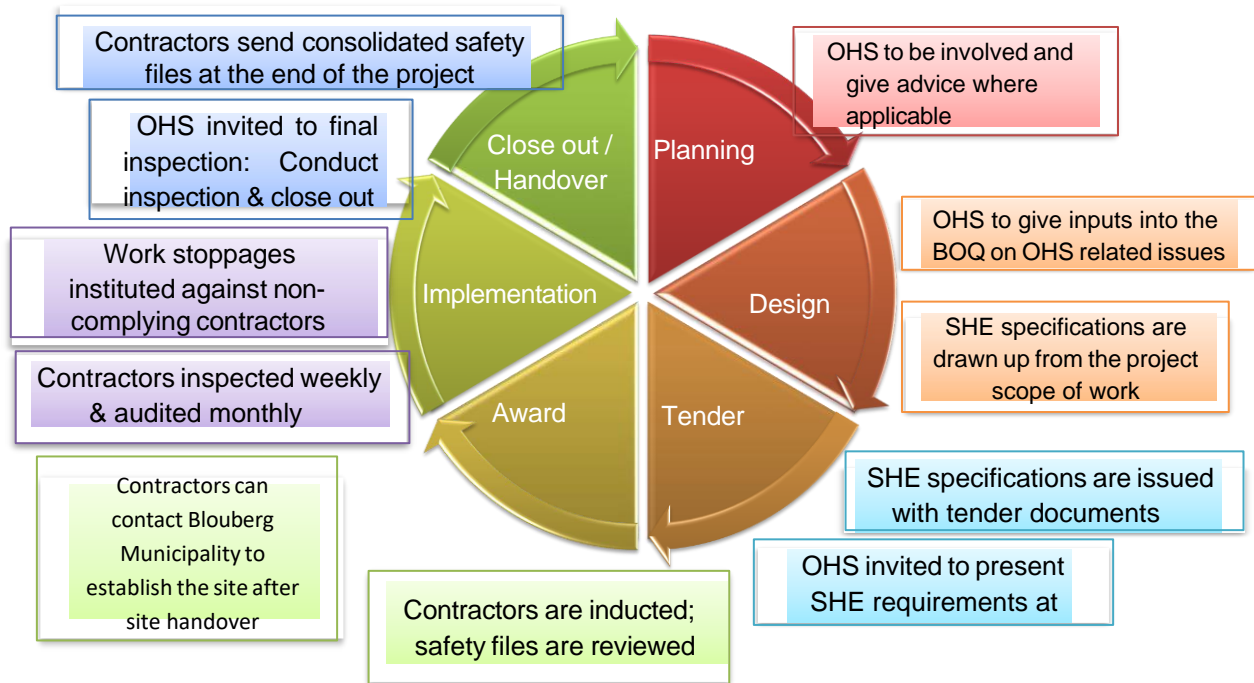
2 Overview of contractor management process

The contractor management process consists of the following phases:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Tender briefing and tender documentation;
- Competency evaluation of Principal Contractors (integrated into Supply Chain Management processes);
- Appointed contractor to attend SHE system induction;
- Preparation of SHE File by Principal Contractor;
- Evaluation of SHE File;
- Principal Contractor engagement phase;
- Project close-out and submission of consolidated Health & Safety File

2. SHE DOCUMENTATION



2.1. Safety file

The Principal Contractor will prepare a SHE File containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted SHE File.

At a minimum the SHE File will contain the following documentation:

- Notification of construction work and/or Permit (based on the value of and duration of the project) to the relevant Department of Labour (stamped on each page / no faxed copies);
- Scope of work to be performed;
- Personnel list (Principal Contractor employees);
- OH&S / SHE Policy and other Policies;
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations; COIDA Act.
- Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- SHE Plan agreed with Blouberg Municipality.
- Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
- All written designations and appointments for project scope of work (CV and competency copies);
- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site, SHE rules;
- Occupational health and safety training matrix / plan;
- Arrangements with contractors and/or mandatories;
- Description of security measures;
- The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representative's inspection register;
 - Template for entry into confined space;
 - Toolbox talks pro-forma;
 - Fall protection inspections template;
 - First-aid box content template;
 - Record of first-aid treatment template;
 - Fire equipment inspection and maintenance template;
 - Ladder inspection template;
 - Machine safety inspections template (including machine guards, lock-outs etcetera);
 - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
 - Inspection templates of scaffolding;
 - Inspections templates of structures;
 - Templates of issuing of Personal Protective Equipment;
 - Monthly reporting and recording of statistics templates;
 - Keeping of any other record in terms of applicable legislation falling within the scope of SHE Legislation applicable to the project and the Principal Contractor / Contractor's activities and organisation.
 - OH&S Representatives Inspection Register
 - Asbestos Demolition & Stripping Register
 - Batch Plant Inspections
 - Construction Vehicles & Mobile Plant Inspections by Controller
 - Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
 - Demolition Inspection Register
 - Designer's Inspection of Structures Record
 - Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - Excavations Inspection
 - Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - Fall Protection Inspection Register
 - First Aid Box Contents
 - Fire Equipment Inspection & Maintenance
 - Formwork & Support work Inspections

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Hazardous Chemical Substances Record
- Ladder Inspections
- OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- Copies of OH&S Committee and other relevant Minutes
- Designs/drawings (Construction Regulation 5 (8))
- Lifting Equipment Register
- Materials Hoist Inspection Register
- Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- Scaffolding Inspections
- Stacking & Storage Inspection Emergency preparedness and response programmes;
- Medical examination tests

2.2. Principal contractor appointment

- The principal contractor will be appointed in terms of Construction Regulations 2014, Reg 5(1) k
- All responsibilities imposed on the contractor by the Regulations will be applicable
- The duties will include:
 - a) Prepare a site specific SHE files based on client SHE specification and project scope.
 - b) Have an updated Letter of Good standing.
 - c) Ensure the necessary legal appointment letters are compiled and signed by affected parties.
 - d) Ensure SHE file submitted before work commences to MM for evaluation and approval.
 - e) Must ensure an organizational medical programme for its employees is in place. This must address pre- employment, periodic examination, and exit examinations.
 - f) Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
 - g) All employees undergo his control undergo company specific induction and Johannesburg water induction.
 - h) Ensure before work conveyances employees are trained on the health and safety risks associated with the work they are conducting.
 - i) Ensure employees are trained on company procedures, policies, method statements and informed of the MM SHE requirements as per the specification.
 - j) Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
 - k) Sign the 37 (2) Agreement between MM and themselves before any work conveyances and kept on their SHE file.
 - l) Ensure that 37(2) Agreement(s) are signed between themselves and their sub-contractors.
 - m) Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
 - n) Have a disciplinary procedure to address those found to be transgressing requirements of SHE specification, SHE plan, site rules or any other OHS act and its Regulation requirement.
 - o) Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
 - p) Ensure the safety of employees who are taking legal medication.
 - q) Must hand over a consolidated SHE file at the end of the contract.
 - r) Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- s) Investigate all incidents and report to Blouberg Municipality and ensure all reportable incidents as per the legislative requirement are complied with.
- t) Ensure work is supervised by competent personnel and that work is done by competent employees.
- u) Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.
- v) Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
- w) Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
- x) Ensure first aid kit is made available in case of any emergency.
- y) Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.
- z) Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
- aa) Proof of hazardous waste disposal to be requested from disposal site and to be kept inside SHE file.
- bb) Take reasonable steps to ensure that each appointed sub-contractor health and safety plan is implemented and maintained on the site and SHE File documentation is up to date.
- cc) Stop any work from being executed which is not in accordance with the client's health and safety specification and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- dd) Must maintain an up to date list of all the sub-contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- ee) Ensure that all his or her employees have a valid medical certificate of fitness.

2.3. 37.2 Agreement

- MM will enter into a 37(2) Agreement with all the appointed contractors
- A copy of the 37(2) Agreement must be kept in the SHE file of the contractor at all times.
- It is the responsibility of the contractor to ensure that there are 37(2) agreements between themselves and all their appointed sub-contractors.

2.4. SHE Plan

- The contractor shall prepare a SHE plan to address and manage all applicable sources of risk that are identified during the execution of the project. The SHE plan shall incorporate the requirements as listed in the SHE specification.
- A copy of the SHE plan shall be submitted together with SHE file for review and approval.
- It is the contractor responsibility to ensure they sub-contractor compiles a SHE plan that in line with the SHE specification requirement of MM.

2.5. Legislative framework

All contractors shall comply with legislation pertaining to this contract, including but not limited to:

- Constitution of the Republic of South Africa
- Occupational Health and Safety Act and its associated Regulations

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- National Environmental Management Framework Legislation
- National Road Traffic Act
- Applicable South African National Standards (SANS)
- Compensation of Occupational Injuries and Diseases Act (COIDA)
- Local by-laws and provincial ordinances

2.6. SHE Policy

A SHE policy is a statement of intent and a commitment by the organization Chief Executive or Managing Director (OHS Act 16(1) appointee) in relation to requirements applicable to their Safety, Health and Environmental legal obligation, relevant SHE roles and responsibilities, and contractual obligations to the Client.

The contractor and their sub-contractor companies shall each have a documented SHE Policy authorized by their Chief Executive/Managing Director (OHS Act Section 16 (1) Appointee). The SHE Policy must meet the following minimum requirements;

- Organizational Mission and Goal.
- State the overall SHE objectives within the project.
- Show commitment to the prevention of injuries and ill-health.
- Show commitment to the protection of environment and the conservation of natural resources.
- Must be reviewed at predetermined intervals, or when there is change in work process, serious incident occurs.
- The SHE Policy must be in line with OHSAS 18001 and ISO 14001 requirements and guidance documentation.
- Must be authorized by contractor CEO.

2.7. Appointments and competencies

- The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.
- All appointees shall be suitably trained and certified competent for the responsibilities they are assigned for.
- Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

2.8. Supervision of construction work

- The principal contractor shall ensure that the construction manager and construction health and safety officer are appointed for a single site on a full-time basis.
- MM should be informed in writing of the absence of the above-mentioned on site.

Appointment index

Appointment		Legislative Ref	Competency requirements (Min)
Alternate Construction Manager		CR 8.1	N.Dip Eng + 4years exp
Assistant Construction Manager		CR 8.2	N.Dip Eng + 4years exp

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Confined Space Supervisor	GSR 5	Certificate + Proven experience
Construction Manager	CR 8.1	N.Dip Eng + 4years exp Full time on site
Construction Health, Safety & Environmental Officer	CR 8.5 MM requirement	N.Dip Safety + 2years exp; OR N.Dip Enviro + 3years exp; OR NEBOSH / SAMTRAC + 4years exp Register with SACPCMP Full time on site
Construction supervisor	CR 8.7	3 years' experience
Construction vehicle & mobile plant supervisor	CR 23.1	Trade Certificate
Electrical installation and appliances inspector	CR 24	Certificate
Emergency, security and fire coordinator	CR 29	Certificate
Excavation supervisor (including piling)	CR 13	3years exp / N.Dip building
Explosive actuated fastening device inspector	CR 21	Certificate
Fall protection supervisor	CR 10.1	Certificate
First-aiders	GSR 3	Certificate
Firefighting equipment inspector	CR 29	Certificate
General Machinery Supervisor	GMR 2.1/7	GCC (GMR 2.1)/ 3 years exp (GMR 2.7)
Temporary work supervisor (Formwork)	CR 12.2	N. Dip building + 4years exp
Hazardous chemical substances supervisor	HCS Regs	Certificate
Incident investigator	GAR 9.2	Certificate
Ladder inspector	GSR 13A	-
Lifting machines and equipment inspector	DMR 18.5	Certificate + 3years experience

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Materials hoist inspector	CR 19.8	Certificate
Occupational health and safety representatives	OHS Act 17	Certificate
Risk assessor	CR 9.1	Certificate
Stacking and storage supervisor	CR 28	Certificate
Structures supervisor	CR 11.2	N. Dip building + 4years exp
Suspended platform supervisor	CR 17.1	Certificate
Vessels under pressure supervisor	PER 12	Certificate

Welding supervisor	GSR 9	Certificate
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The above minimum requirements are for safety and should not be confused with the evaluation criteria for points scoring.

2.9. Insurances

- The principal contractor and all his appointed contractors shall be registered with an appropriate compensation commissioner and have available a valid letter of good standing at all times.
- The obligation lies with the contractor to ensure that the Letter of Good Standing remains valid throughout the entire duration of the project.
- A copy of the said letter must be filed in all SHE files and made available during inspections and audits.

2.10. Costing for SHE

The contractor is responsible for ensuring that SHE costing is taken into consideration for the entire project/contract as this will ensure they comply with the SHE legislative requirements.

2.11. Sub-contractors

- Whenever the Principal Contractor appoints contractors or sub-contractors, it is a requirement that an Occupational Health and Safety Act (Act no. 85 of 1993) Section 37(2) agreement (i.e. Agreement with Mandatory) is entered into between the Principal Contractor and Contractors.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- The Principal Contractor will ensure that all appointed contractors comply with the Blouberg Municipality SHE Specification requirements.
- The Principal Contractor will establish a procedure on sub-contractor management and assurance on compliance to the established procedure will be provided to Blouberg Municipality on a monthly basis.
- Principal Contractors are required to formally notify Blouberg Municipality before appointing subcontractors.
- Blouberg Municipality shall approve all specialist subcontractors to be appointed and/or engaged by the Principal Contractor.

The Principal Contractor shall:

- Ensure prior to work conveyancing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- Appoint each contractor in writing for the part of the project on the construction site;
- Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- Include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

2.12. Notification of construction work

- The Principal Contractor shall, before carrying out any work, notify the relevant Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations 2014) for this purpose.
- Only a certified copy stamped (each page) by the Department of Labour will be acceptable. No faxed or emailed notifications will be accepted.
- No work shall commence before the Principal Contractor has submitted notification of construction work to the relevant Department of Labour.
- Blouberg Municipality will not approve the SHE File if no original stamped / certified copy of the notification of construction work has been done.

2.13. Construction work permit

- There should be construction permit prior to the commencement of the works.

Contractor

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3. ORGANISATIONAL STRUCTURE

- The contractor shall develop and submit together with SHE file an organizational organogram related to the contractor, listing all the levels of responsibility from the Chief Executive down to the supervisor(s) responsible for the project.
- The organogram diagram must list all relevant positions, names of appointees and legal appointments.
- The contractor is responsible for updating the organogram timeously when there are changes to the appointments.
- All appointed sub-contractors are also required to compile their own organograms.

4. COMMITMENT TO SHE

- Visible commitment is essential to providing a safe working environment.
- Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day SHE operations.
- Legislation requires that each employee takes reasonable care of themselves and their fellow workers

5. HIRA

Annexure 2: List of possible hazards emanating from projects and activities conducted for or on behalf of Blouberg Municipality includes an assessment of site-specific health and safety hazards and risks and environmental aspects and impacts that have been identified by Blouberg Municipality as possibly applicable to the contract work for this project. It is by no means exhaustive and is offered as assistance to the tenderers and contractors.

Development of risk assessments

Every Contractor performing construction work shall, before the commencement of any construction work or work associated with the construction work, and during construction work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan to be applied on the site. Risk assessments shall identify occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activity to be performed by the Principal Contractor / Contractor.

The risk assessment (inclusive of impact assessment) shall include (at a minimum):

- Identification of the relevant Blouberg Municipality Project with regard to MM Number, Project name and area;
- Date on which risk assessments were conducted / reviewed;
- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;
- The analysis and evaluation of the risks / hazards and aspects / impacts identified;
- Existing control measures and proposed corrective measures;
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Identification of significant risks (e.g. high; exceeding 75%);
- A documented plan of Safe Working Procedures (SWP)', and its relevance to the risk assessment, inclusive of method statements, to mitigate, reduce or control the risks and hazards that have been identified;

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- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of approval by Principal Contractor management and employees involved in risk assessment.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific occupational SHE rules that will be applied to regulate the health, safety and environmental hazards/aspects of the construction work.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to Blouberg Municipality before mobilisation on site conveyances. These will be included in the SHE plan. The Contractor shall ensure through his risk management process the hierarchy of controls stipulated as follows, are implemented:

- Eliminate - The complete elimination of the hazard.
- Substitute - Replacing the material or process with a less hazardous one.
- Redesign - Redesign the equipment or work process.
- Separate - Isolating the hazard by guarding or enclosing it.
- Administrate - Providing control such as training, procedures etc.
- Personal Protective Equipment (PPE) - Use of appropriate and properly fitted PPE where other controls are not practical. (PPE as the last resort)

The Principal Contractor will be required to carry out the following three forms of risk assessment:

- Baseline risk assessment;
- Issue based risk assessment;
- Continuous risk assessments.

This project will require the following risk assessments but limited to:

Clearing & Grubbing of the Area/Site

- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures

Contractor

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- * Boundary and access control/Public Liability Exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances

Contractor

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- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines

Baseline risk assessments

The Principal Contractor is required to develop a baseline risk assessment taking the resources, competency levels, nature and scale of their organization into consideration for submission during SHE File evaluation phase. The hazards and risks to which persons, plant, vehicles and facilities may be exposed during the construction should be identified and evaluated. The aspects and impacts resulting in environmental pollution or degradation should also be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the project when methods and procedures are varied, for example when:

- Designs are amended;
- New machines are introduced;
- Plant is periodically cleaned and maintained;
- Plant is started-up or shut-down;
- Systems of work change or operations alter;
- Indents or near-misses occur; or
- Technological developments invalidate prior risk assessments.

Continuous risk assessments

The Occupational Health and Safety Act (Act no. 85 of 1993) specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk-free environment on an on-going basis. This is achieved by continuous risk assessments, a form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Maintaining general hazard awareness, and
- Pre-work risk assessments / Daily Safety Task Instructions.

Contractor

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Occupational health and safety risks or environmental impacts that are identified during the risk assessment process shall be communicated before the commencement of the said activity to every employee whose work is associated with the risk. Each employee shall sign to confirm understanding of the safety, health or environmental risks in the tasks.

Review of risk assessments

The Principal Contractor is required to review the hazards identified, the risk assessments and the Safe Work Procedures as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes. Revisions to the approved risk assessments and Safe Work Procedures will be presented at each production planning and progress meeting.

Risk assessments are to be reviewed whenever there is change on the scope of work, process, and accidents or when required by Blouberg Municipality

The Principal Contractor must provide Blouberg Municipality, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments to risk assessments and Safe Work Procedures within 14 days of such changes.

6. SAFE WORK PROCEDURES / METHOD STATEMENTS

Method statements or written safe work procedures shall be documented for all high-risk activities:

- Design change or scope change/addition
- Change in job or task
- Introduction of new machinery, equipment or substance.

Method statements or written safe work procedures shall identify following:

- Tasks that are to be undertaken
- The hazards and associated risks of the task(s)
- The control measures for the task(s)
- The equipment and substances that are associated with task(s)
- Any training or qualification needed to do the task
- Personal protective equipment to be worn.

7. INCIDENT MANAGEMENT

7.1. Reporting of accidents and incidents

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he was usually employed

Or where -

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- A major incident occurred
- The health or safety of any person was endangered
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- Machinery ran out of control

to Blouberg Municipality within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the Occupational Health and Safety Act (Act no. 85 of 1993) and General Administrative Regulations), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Blouberg Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail.

- All other reports required by this specification must also be completed. Reporting of accidents / incidents to Blouberg Municipality will be on the prescribed format.
- The Principal Contractor is required to provide Blouberg Municipality with copies of all statutory reports required in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) within 7 days of the incident occurring.
- The Principal Contractor is required to provide Blouberg Municipality with copies of all internal and external accident/incident investigation reports, within 7 days of the incident occurring.

7.2. Accident and incident investigation

- The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.
- The results of the investigation are to be entered into the accident and/or incident register. The Principal Contractor is responsible for the investigation of all incidents, including those described in Section 24 (1) (b) and (c) of the Occupational Health and Safety Act (Act no. 85 of 1993) and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- Blouberg Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

7.3. Close out

- All incident investigation reports will be closed out once all the recommendations to prevent further incidents have been implemented.
- A copy of the investigation report must be handed to MM Safety Officer conducting the investigation.

8. MEDICAL SCREENING REQUIREMENTS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- An initial health evaluation shall be carried out by an occupational health practitioner immediately after a person conveyance employment, where any exposure exists or may exist, which comprises:
 - an evaluation of the employees medical and occupational history;
 - a physical examination; and
 - any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.
- Medical surveillance and immunization shall be done accredited at / by institutions or occupational health personnel, including, but not limited to:
 - Audiograms.
 - A cardio-respiratory examination / Lung function test;
 - Chest X-rays
 - Eye/ sight tests.
 - A general physical examination;
 - A review of previous medical history.
 - Glucose levels
 - Blood pressure
- An entry medical certificate shall be obtained for all workers prior to conveyancing with site activities from approved medical institution. Copies of all medical certificates shall be retained in the SHE File prior to site establishment and before an employee is allowed to come onto site.
- Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.
- An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all exit medical certificates shall be submitted to the Blouberg Municipality Project Specialist or Appointed OHS Agent.

9. EMERGENCY MANAGEMENT

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Blouberg Municipality may have in place.

In the event where a contractor incorporates the services of a 3rd party service provider for the provision of Emergency Response Services, the following criteria must be met:

- Identification of 3rd party emergency response services (organization & contact details);
- Notification of contractor to 3rd party emergency response service of incorporation of services into contractor's emergency response plan (written agreement / signed letter).

Contractor

Witness 1

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Witness 1

Witness 2

The Principal Contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

First-aid

The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aider(s) on site as required by General Safety Regulations promulgated in terms of the Occupational Health and Safety Act (Act no. 85 of 1993).

The contingency plan of the Principal Contractor must include arrangements for the speedy and timeous transporting of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) who may require it.

The Principal Contractor must have written arrangements in place with his other contractors regarding the responsibility of the other contractors towards their own injured and/or ill employees.

10. SHE TRAINING

All employees in jobs requiring training in terms of the Occupational Health and Safety Act (Act no 85 of 1993) and any other applicable legislative requirements are to be in possession of valid proof of training. Other occupational health, safety and environmental training requirements of the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations can include:

- General induction;
- Site and job specific induction, including visitors;
- Occupational health and safety representatives;
- Training of the legal and nominated appointees;
- Operators and drivers of construction vehicles and mobile plant;
- Basic fire prevention and protection;
- Basic first-aid;
- Storekeeping methods and safe stacking; and
- Emergency planning and coordination
- Incident investigation
- Risk Assessment
- Planned job observations (supervisors)

All operators, drivers and users of construction vehicles, mobile plant and other equipment are to be in possession of valid proof of training and, where applicable, valid licenses.

10.1. General Job training

The contractor is required to ensure that before an employee commences work their direct supervisor or line manager who is responsible for the employee has informed the employees of his scope of authority, hazards and risks associated with the work to be performed as well as the safety control measure(s). This will involve discussion in connection with any work standard, job description or company policy or procedure.

10.2. Awareness and promotion

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Witness 2

The Principal Contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks;
- Posters;
- Videos;
- Competitions;
- Suggestion schemes;
- Participative employee activities such as “occupational health and safety circles”.

The Principal Contractor is, at a minimum, required to provide awareness programme to employees on the following:

- General Health and Safety Awareness
- Environmental Awareness;
- HIV / AIDS awareness.

10.3. General competence requirement

The Principal Contractor shall ensure that his personnel and other contractors' personnel are trained and competent to carry out work safely and without risk to health has been completed before work conveyances. The Principal Contractor shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes.

A “competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training. It is the responsibility of the Contractor to determine whether any appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act.

Records of all training must be kept in the SHE File. The contents of the file will be audited from time to time.

At a minimum, the Principal Contractor will provide training on Safe Work Procedures / Safe Operating Standards to personnel responsible for performing the related task. Records of training on Safe Work Procedures / Safe Operating Standards will be retained. Competence and skill levels by the employees responsible for performing the task on the implementation of the Safe Work Procedures / Safe Operating Standards will be measured through Planned Job Observations.

10.4. Site-specific induction training

The Principal Contractor will be required to develop a project specific induction-training course based on the baseline risk assessment for the contract work. He will ensure that all his employees and other contractors and their employees have received training on the submitted induction-training programme.

All employees of the principal and other contractors are to be in possession of proof (on person) that they have attended a site-specific occupational health and safety induction-training course.

Contractor

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Witness 1

Witness 2

No contractor shall allow or permit any employee, visitor or any other person to enter the site, unless such employee or person has undergone health, safety and environmental induction training pertaining to the hazards prevalent on the site at the time of entry.

Where the Principal Contractor is required to operate within Blouberg Municipality Depot's the Principal Contractor will ensure that all employees undergo the Blouberg Municipality induction.

11. PPE REQUIREMENTS

- The Principal Contractor is required to continuously identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.
- The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
- Cognisance shall be given to the gender of individuals required to where PPE; size required by the employee and size issued.
- Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.
- Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- It is a further requirement that the Principal Contractor maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the employees use the prescribed equipment.
- Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed. An alternative solution has to be found that may include relocating the employee.
- The Principal Contractor may not charge any fee for protective equipment prescribed by him but may charge for equipment under the following conditions:
 - Where the employee requests additional issue in excess of what is prescribed;
 - Where the employee has patently abused or neglected the equipment leading to early failure; and
 - Where the employee has lost the equipment.

All employees shall, as a minimum, be required to wear the following personal protective equipment on any of Blouberg Municipality's projects:

- Protective overalls;
- Protective footwear;

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Witness 2

Employer

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- Protective headwear; and
- Eye, face and ear protection.
- NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE!!!

All Personal Protective Equipment will clearly display the branding components of the Principal Contractor's organization (e.g. Name of Organization, logo).

12. DISCIPLINARY PROCESSES

- The contractor is required to implement disciplinary process in order to enforce compliance with requirements.
- All sub-contractors are required to have the same.

13. SITE RULES

- The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.
- When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

14. PUBLIC HEALTH AND SAFETY

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
 - The surrounding community; and
 - Passers-by the site.
-
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
 - Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non- employees are protected at all times.
 - All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
 - The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between Blouberg Municipality and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.
 - Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws. At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit. Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

15. REFUSAL TO WORK

- Section 14 of the OHS Act states that employees shall carry out any lawful orders given to them, suggesting that they have the right to refuse to obey any unlawful order or work instruction.
- In terms of legal and MM requirements, if an employee has reasonable belief that the work to be carried out is likely to endanger themselves or other persons in any way, he/she has the right to refuse to work.
- An employee may also refuse to work in term of Section 29 of NEMA, if the work would result in imminent and serious threat to the environment.
- All contractors shall ensure that their employees are conversant with hazards associated with their work and work environment, and be aware of the precautionary measures to take.
- The contractor must ensure that all refusals to work are investigated promptly and resolved timeously.

16. SECURITY

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied. The site should be manned by at least one and two registered armed security at and night respectively. The contractors should include these costs in his fixed and time related items in the P&G.s.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor shall:

- Provide a guardhouse for security personnel. The guardhouse should be in good condition and at-least meet minimum requirements as per Environmental Regulations for Workplaces as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).
- Supply an access card containing the name, surname, employee number and photograph for all appointed employees (full or part time) for the site.
- Ensure that no person enters the construction site without wearing the necessary Personal Protective Equipment (PPE).
- Ensure that no children are allowed on the construction site.
- Ensure that no family members are sleeping over on the construction site.
- Ensure that no pets are allowed on the construction site.
- No firearms are allowed on site except fit those held by the approved security personnel.

17. ACCOBLOUBERG MUNICIPALITYODATION ON SITE

No employees shall be accommodated on site.

18. WELFARE FACILITIES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers. The Principal Contractor shall provide flushing toilets on the construction premises.

- At least cold-water showers for each sex have to be provided at a ratio of 1 shower per 15 workers.
- Some form of screened off changing facility must be provided separately for each sex.
- Some form of eating facility sheltered from the sun, wind and rain must be provided.

The employer needs to provide his employees with the following:

- Potable water for drinking;
- Water and soap for hand washing
- Toilet paper

The contractors should include these costs in his fixed and time related items in the P&G.s.

19. COMPLIANCE MONITORING

19.1. Inspections

- Contractors will be inspected at least once per week by the MM Project Inspectors and those independent OHS firm or personnel employed on behalf of Blouberg Municipality.
- Feedback of the inspections will be issued immediately on work instructions, and a formal report sent within 7 days of conducting the inspection to all relevant stakeholders.
- Blouberg Municipality. reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary.
- This may include, amongst other measures, site safety walks. Corrective actions will be identified by Blouberg Municipality. and the Principal Contractor's representative and implemented by the Principal Contractor (at no cost to Blouberg Municipality.) to ensure SHE Performance improvement.

19.2. Monthly audits

- Monthly audits will be conducted within periods not exceeding 30 days.
- The Principal Contractor is to conduct his own monthly internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as compliance with the requirements of the Blouberg Municipality. SHE Specification.
- The Principal Contractor will also assess and inspect the compliance of other contractors under its control. Management members of the Principal Contractor will be involved in the internal assessments and inspections.

19.3. Monthly compliance rating

A monthly compliance rating will be calculated for each Principal Contractor as per a formula determined by Blouberg Municipality focusing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioural based safety inspection) assessments and other requirements, as necessary. Blouberg Municipality reserves the right to adjust the monthly compliance calculation formula as and when required – each revision of the monthly compliance

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

calculation formula will be communicated to the Principal Contractor before implementation.

Each Principal Contractor is required to maintain a minimum compliance rating of 93% (Ninety Three Percent).

Scoring	Classification	Classification description	Penalties due to non-compliances
93% - 100%	Good	Substantial compliance	R 0.00
80% - 92%	Average	Compliance status needs to be improved	R 0.00
60% - 79%	Poor	Methods to ensure compliance require substantial improvement - operations with substantial non-compliance risks	R 30,000.00 donated to the charities within the community (This is not suspending any work stoppages if required)
<60%	Very poor	Methods to ensure compliance failed completely - troubled operation with severe non-compliance risks	R 50,000.00 donated to the charities within the community (This is not suspending any work stoppages if required)

19.4. Work stoppages

Work stoppages will be identified for 2 (two) types of work stoppages to be implemented:

- Overall work stoppage – the Principal Contractor and its Contractors are not allowed to continue with any type of construction / site work up until the work stoppage has been closed-out;
- Activity work stoppage – The Principal Contractor and its Contractors are not allowed to continue with the specific activity / task / job up until the work stoppage has been closed-out.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Overall work stoppages will be issued where non-conformances are identified against the criteria in the following table.

ITEM NO.	DESCRIPTION OF AUDIT NON-CONFORMANCE / NON-COMPLIANCE
1	NOTIFICATION OF CONSTRUCTION WORK
1.1	Local Department of Labour not notified of construction work before commencement of construction activities
1.2	Notification of construction work not stamped by local Department of Labour (no fax copies)
1.3	Copy of notification of construction work not available on site
2	PROOF OF REGISTRATION WITH COMPENSATION COBLOUBERG MUNICIPALITY
2.1	Proof of registration with Compensation Commissioner or other insurer not available
2.2	Registration with Compensation Commissioner or other insurer not valid and up-to-date
3	POLICY COBLOUBERG MUNICIPALITY & SHE SPECIFICATION
3.1	SHE Plan not compiled, approved by contractor management and available on site
4	SECTION 37(2) AGREEMENT
4.1	Signed section 37(2) Agreement not signed and available on site
5	RISK ASSESSMENTS
5.1	Risk assessments not developed/ not applicable to scope of work issued by Client
6	CONSTRUCTION MANAGER
6.1	No construction manager appointed / on site / Construction Manager not full time on site
6.2	Appointed construction manager does not meet requirements
7	SITE SAFETY OFFICER
7.1	No safety officer appointed/ available on site
7.2	Safety officer does not meet requirements
8	SHE FILE
8.1	No file on site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Activity work stoppages will be issued where non-conformance are identified per activity where the health and safety of employees or the public is compromised.

20.4 Non-compliance management process

The following actions will be instituted where non-conformances are identified in terms of compliance to relevant legislative requirements and the Blouberg Municipality SHE Specification.

CRITERIA	ACTION TO BE INSTITUTED	RESPONSIBLE PARTY
Compliance rating: 93-100%	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: 80-92%	Letter of compliance improvement to Principal Contractor	Blouberg Municipality
	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: 60-79%	Non-compliance hearing	Blouberg Municipality
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: <60%	Non-compliance hearing	Blouberg Municipality
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Blouberg Municipality
3 x Work stoppages	Non-compliance hearing	Blouberg Municipality
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Blouberg Municipality
3 x Non-conformance to	Non-compliance hearing	Blouberg Municipality

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CRITERIA	ACTION TO BE INSTITUTED	RESPONSIBLE PARTY
<93% monthly compliance rating	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Blouberg Municipality
3 x consecutive repeat findings	Non-compliance hearing	Blouberg Municipality
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Escalation to PMU and Manager for Technical services	Blouberg Municipality

20. OPERATIONAL REQUIREMENTS

20.1. EXCAVATIONS

- Where excavations will exceed 1.5 m in depth the contractor will be required to submit a method statement to Blouberg Municipality for approval before commencing with the excavation and Blouberg Municipality will issue a permit to proceed once the risk assessment and method statement is approved.
- Excavations must be limited to 100m per day, or equated to the amount of work to be done for the day.
- All open excavations shall be closed within 3 days of excavation. No excavation will remain open beyond 3 days or during holidays.
- Excavation work must be carried out under the supervision of a competent person, who has been appointed in writing, with at least two years' experience in excavation work. Before excavation work begins the stability of the ground must be evaluated.
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced.
- Where the excavation is in stable material and where the sides of the excavation are sloped back to at least the angle of repose of the excavated material, shoring or bracing may be left out but only after written permission has been obtained from the appointed competent person.
- Shoring and bracing must be designed and constructed to safely support the sides of the excavation.
- Where uncertainty exists regarding the stability of the soil the opinion of a competent

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed competent person.

- No load or material may be placed near the edge of an excavation unless suitable shoring has been installed to be able to carry the additional load.
- Neighbouring/adjoining buildings, structures or roads that may be affected or endangered by the excavation must be suitably protected.
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation.
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation.
- The appointed competent person must inspect every excavation, including the shoring and bracing or any other method to prevent collapse, as follows:
 - Daily before work commences
 - After every blasting operation
 - After an unexpected collapse of the excavation
 - After substantial damage to any supports
 - After rain
- The results of any inspections must be recorded in a register kept on site and in the safety file.
- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one meter high and as close to the excavation as practicable, regardless of the depth of the excavation.
- Every excavation must be provided with warning lights or visible boundary indicators after dark or when visibility is poor.
- Upon entering an excavation, the requirements of General Safety Regulation 5, work in confined spaces, must be observed:
- Any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable or noxious air mixture.
- The confined space must be purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes.
- The safe atmosphere must be maintained and, where necessary.
- Employees are to be provided with breathing apparatus and must wear a safety harness with a rope with the free end of the rope being continuously attended to by a person outside the confined space.
- Furthermore, an additional person, trained in resuscitation, to be in full-time attendance immediately outside the confined space.
- Additional serviceable breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes.
- All pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage.
- The employer must ensure that all employees have left the confined space after the completion of work.
- Where flammable gas is present in a confined space no work may be performed in close proximity to the flammable atmosphere.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into them.
- Excavations left open for extended periods of time (exceeding 48 hours) must be approved the relevant Engineer / Construction Supervisor.

With regards to the above OHS requirements, the contractor should take note while pricing their documents to make financial improvements for the above safety compliance and other requirements stated elsewhere in this document.

20.2. CONFINED SPACE ENTRY

- Enclosed space work necessitates a Confined Space Permit. This may only be obtained from the authorized person nominated in writing.
- The responsibility for safe procedure, both at the time of entry and during the entire operation of entering and working in confined spaces, rests with the Contractor.
- The Contractor shall be sure that adequate steps have been taken to eliminate or control hazards.
- Before working in an area that contains dust, the area is to be ventilated and hosed down to settle and dampen the dust.
- The Contractor shall provide all necessary equipment to manage confined spaces, including all necessary monitoring and rescue equipment (such as tripods, breathing equipment and the like).
- The Contractor shall ensure all persons working in a confined space or managing entry to a confined space are appropriately trained.
- Compulsory - Continuous monitoring, trained rescue teams, radio communication & adequate ventilation.

20.3. BARRICADING

- Barricading plans are to be presented by the Principal Contractor for any major operations involving site works for approval by Blouberg Municipality. Where areas are unsafe, they should be enclosed with barricading. Examples are people working overhead, welding splatter etc.
- Where there is a risk of injury, the area should be barricaded off with secure solid barricades.
- Barricading for the prevention of access into areas with a potential risk of injury shall as a minimum be constructed of a handrail, knee-rail and appropriately supported as to prevent any person from falling into the restricted/risk area.
- Appropriate signage shall be affixed to the barricade indicating the risk associated (i.e. deep excavation, lifting operations etc.) and the responsible Supervisor and contact details shall be displayed. All barricading shall have a "No Entry" signs on all sides and at each change of direction. Signage shall be placed at 20 m intervals where lengths exceed. All signage shall be a minimum size of 290 x 290.
- Danger tape shall not be utilised to prevent personnel from entering into areas.
- Where no risk exists of injury to personnel such as stacking and storage areas, the use of wire for hand and knee rails netting shall be acceptable to demarcate the area.
- All barricades will have a dedicated entrance where it is required that personnel enter the areas.
- Appropriate signage shall be placed at the entrance indicating which Contractor has right of entry.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- It is the Contractor's responsibility to remove all redundant barricades directly after use. The Contractor's Safety Officers will maintain a marked-up site plan indicating where barricades are erected.
- It will be a requirement that the contractor protects employees against contact with exposed rebar and poles by the installation of rebar-caps on all exposed areas where there is a potential that an employee could be injured.

20.4. WORKING AT HEIGHTS

- A pre-emptive risk assessment will be required for any work to be carried out above two metres from the ground or any floor level. This work will be classified as "work in elevated positions".
- As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he is working at ground level.
- Whilst working in this position he shall be wearing a single belt with lanyard to prevent the person falling from the platform, ladder or other device.
- This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.
- Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in the relevant South African National Standard for the design, erection, use and inspection of access scaffolding.
- Where the requirement in the paragraph above is not practicable, the person will be provided with a full body harness that will be worn at all times and shall be attached above the wearer's head at all times.
- The lanyard must be fitted with a shock-absorbing device or the person must be attached to a fall arrest system (anchorage connector; body wear; and connecting device) approved by Blouberg Municipality.
- Where the requirements in the paragraph above are not practicable, a suitable catch net must be erected.
- Employees working in elevated positions must be trained to work without risk to their health and safety or to the health and safety of others and be declared medically and psychologically fit to perform work at elevated positions.
- Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof.
- Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulations and relevant SA Bureau of Standards Code of Practice.
- Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. Sufficient material must be available to erect the scaffolding properly.
- Scaffolding must only be erected, altered or dismantled by persons who have adequate training and experience and are competent in this type of work and under the continuous supervision of such a person.

20.5. SYMBOLIC SIGNGAGE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- “Radio-Active Material” symbolic signs at radioactive storage areas.
- “Eye Protection” symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- “Ear Protection” symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.
- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stenciled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used
- Restricted access on “Authorised Person Only” signs on entry. “No person shall enter the workplace or premises without the permission of the employer or user of the machinery”.
- At every place where machinery is used a notice (English & Pictograms) shall be posted.
- Explosive Power Tool shall have a sign warning people when it is in use.
- Electrical Control Gear. A notice shall be posted so as to warn against the re-closing of a switch of control gear whilst a person is working on such equipment.
- Emergency contact telephone numbers.
- Adequate scaffolding signs. (When applicable).
- Adequate firefighting equipment signs.
- Speed limit signs.
- Warning notices at openings through which people may fall.
- Risk based signage depending on the task being performed e.g.:
 - “Men working above”, “Men working below”, “Road closed – detour”, “Excavation in progress”, “No walkway” etc.;
- No-entry signs to incomplete platforms

The Principal Contractor shall install a notification board indicating the following information at the site entrance:

- Blouberg Municipality project number;
- Principal Contractor identification details (name, telephone number)
- Name and contact details of Construction Supervisor;
- Name and contact details of site safety officer;
- Monthly compliance rating;
- Lost Time Injury Rate;

The Principal Contractor will ensure that information on the notification board is kept up-to-date. The contractors should include these costs in his fixed and time related items in the P&G.s.

20.6. USE AND STORAGE OF FLABLOUBERG MUNICIPALITYABLES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken;
- No flammable material is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation;
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other source of ignition is allowed in the area
 - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place. Sufficient firefighting equipment is installed and fire prevention methods practiced. Proper housekeeping may achieve this;
- Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused.
- Stored in a locked and well-ventilated reasonably fire-resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”
- The flammables store to be constructed of two-hour fire-retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire-retardant fire wall
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design
- Any work done with tools in a flammable store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw and the like to be stored together with flammables
- The flammable store to be designed and constructed such that in the event of spillage of liquids the store is able to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day’s quantity of flammable is to be kept in the workplace;
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas;
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static forces; and
- Welding and other flammable gases to be stored segregated according to the type of gas and empty and full cylinders.

20.7. HAZARDOUS CHEMICAL SUBSTANCES

The Principal Contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
 - The wearing and use of protective equipment
 - The use and storage of hazardous chemical substances
 - The prevention of the release of hazardous chemical substances

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The wearing of exposure monitoring and measuring equipment
 - The cleaning up and disposal of materials containing hazardous chemical substances
 - Housekeeping, personal hygiene and the protection of the environment
- The risk assessments required in terms of Construction Regulation include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of a material safety data sheet regarding a hazardous chemical substance required to ensure the safe use and storage of that substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the hazardous chemical substances;
- Hazardous chemical substances containers be clearly marked with the contents and main hazardous category
e.g. “Flammable” or “Corrosive” and the reference number of the hazardous chemical substances on the list indicated above;
- Hazardous chemical substances, for example asbestos dust, are not cleared by using compressed air but should be vacuumed;
- No person eats or drinks in a hazardous chemical substances’ workplace; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.
- MSDS’s to be in 16-point format- available on site

20.8. FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage for flammables is provided;
- Sources of ignition are removed wherever flammable or highly combustible material is present in the workplace, for example:
 - Notices prohibiting smoking are displayed and enforced
 - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
 - Only spark-free hand and power tools are used
 - No grinding, cutting and shaping of ferrous metals is allowed using electrically driven power tools that produce sparks
 - Flameproof switches and fittings are to be used in the flammable atmosphere
 - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
 - Adequate ventilation is maintained
 - Adequate and suitable fixed and portable firefighting equipment is provided and maintained in good working order.
- Maintenance must include:
 - Regular inspection of fire equipment by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated;
- Evacuation is practiced to ensure that all persons are evacuated timeously;
- Roll call is held after evacuation to account for all personnel and ensure that no-one has been left behind; and
- A siren or alarm is fitted which is clearly audible to all persons on site.

20.9. STACKING AND STORAGE

The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang;
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack must do it in a safe manner, taking reasonable safety precautions, and ensuring that the stack is stable and capable of supporting him or her
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- Stacks are built in a header and stretcher fashion and that corners are securely bonded;
- Stacks are stepped back at least half the depth of a single container at least every fifth tier; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.
- Laydown area is allocated for Contractor-supplied items.
- At all times, the Contractor shall be responsible for the safe and adequate storage of all materials and equipment on site which he is to install, whether they are supplied by himself or others.
- The safe handling, unloading and loading of material receipts and dispatches at site or storage areas shall be the Contractors' responsibility.

The Contractor shall provide a suitable and adequate lock-up store for the storage of items of equipment and material, which would be damaged or pilfered if stored in the open. The Principal

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor shall provide all facilities required for weather-proofing, dust proofing or vermin proofing.

The Contractor is responsible for the proper storage and maintenance of all equipment until issue of the Certificate of Practical Completion.

All equipment and materials will be stored on suitable wood poles or pallets which will not protrude more than a meter from any of the stored material. Safe access ways shall be maintained between all stored items preventing employees from having to climb over or under equipment to retrieve the necessary

20.10. HOUSEKEEPING

The Principal Contractor to ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed from heights by throwing but rather by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- Catch platforms or nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid- free and free of obstruction, waste and materials;
- The walls and roof of every indoors workplace sound and leak-free; and
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

20.11. TRAFFIC MANAGEMENT

- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws.
- At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit.
- Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

20.12. HAND TOOLS

The Principal Contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

monthly by a person designated to do so.

- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.
- No chisels with “mushroomed” heads must be used.
- No handle shall be used with a cracked or damaged handle.
- All files must be fitted with handles.
- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No homemade hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

20.13. PORTABLE ELECTRICAL EQUIPMENT & ELECTRICAL INSTALLATIONS

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace for example; drills, saws, grindstones, portable lights, etcetera. Other electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment shall be as follows:

- Periodical inspections must be carried out by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and
- The correct protective equipment must be worn or used whilst operating portable electrical tools and equipment.

This equipment:

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main power source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

The following requirements apply to portable lights:

- Must be fitted with a robust non-hygroscopic non-conducting handle;
- Live metal parts or parts which may become live must be protected against contact;
- The lamp must be protected by a strong guard;
- The cable lead-in must withstand rough handling;
- Inspections must be undertaken that concentrate on plug, cord, switch and any obvious faults;
- A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights; and
- When used in wet/damp/metal container conditions, the lamp must be protected.

Electrical Installations (Construction Regulation 22)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 22 and the Electrical Installation Regulations.

The Contractor must ensure that:

- existing services are located and marked before construction commences and during the progress thereof
- where the abovementioned is not possible, workers with jackhammers etc. are protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc.
- electrical installations and -machinery are sufficiently robust to withstand working conditions on site
- temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the OH&S File
- electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the OH&S File
- all temporary electrical installations must be controlled by a competent person appointed in writing

20.14. LADDERS

The following requirements for ladders will apply:

- All ladders used on the site shall be constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, shall extend one metre above the platform where it provides access, and shall be secured to prevent slipping.
- Timber ladders shall not be painted other than with clear preserving oils, clear varnishes or clear plastics.
- Ladders, which are in a damaged condition, shall not be used and shall be labelled accordingly and removed from the Premises.
- All Ladders shall be numbered, logged in a register, and inspected monthly.
- A ladder in use shall be held by an assistant and/or properly tied down in position.
- Only ladders that do not conduct electricity shall be used in live electrical sub-stations and switching rooms.
- Ladders shall be removed after use and stored in an appropriate facility as to not expose them unnecessarily to the elements or potential damage by surrounding activities.

20.15. CONSTRUCTION VEHICLES AND MOBILE PLANT

Blouberg Municipality will inspect construction vehicles and mobile plant prior to being allowed on a project site. Suppliers of hired vehicles, plant and equipment will be required to comply with this

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

specification as well as the Occupational Health and Safety Act (Act no. 85 of 1993) and Regulations.

Construction vehicles and mobile plant to be:

- Of acceptable design and construction;
- Maintained in good working order;
- Used in accordance with their design and intention for which they were designed;
- Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons are to be allowed to drive construction vehicles and mobile plant;
- Provided with safe and suitable means of access;
- Fitted with adequate signaling devices to make movement safe including reversing;
- Provided with roll-over protection (where applicable);
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book;
- Fitted with two head and two tail lights that are in good working condition and must be used whilst operating under poor visibility conditions;
- When used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant.

No loose tools, materials etc. are allowed in the driver and/or operators compartment/cabin or in the compartment in which any other persons are transported.

No person shall ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose. Employees shall only be transported if provision for seating and safety belts has been provided with an adequate canopy or rollover protection.

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, must 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 must, when being repaired or when not in use, be fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.

Self-Propelled Mobile Machinery

All Self-Propelled Mobile Machinery must be inspected daily and the findings recorded in a register. Pre-use inspection checklist shall identify critical items that would stop the operator from operating machinery should a defect be detected.

All operators shall be tested on their ability to operate machinery and equipment inspected prior to be used on any of the premises by the Blouberg Municipality Project Inspectors and Responsible Engineer. Relief drivers shall be made available for mobile machinery where there is a need for on-going operations and the contractor shall establish a rotation schedule.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All Drivers/Operators shall be appointed under the applicable legislation prior to operating any type of mobile equipment or machinery:

- If Driver/Operator does not adhere to the rules and regulations his appointment as operator shall be cancelled and he shall not be able to carry on with his duty.
- No Driver/Operator shall be appointed without proof of training, driver's license or letter of competency.
- No training of Drivers/Operators on Site.
- No passengers on dump truck, Loaders or Excavators.
- No eating or drinking allowed while operating equipment.
- No vehicle shall be left unattended with engine running or key in ignition.
- Drivers may use no cellular phones during operations.

Equipment Approval

Authorization for the use of equipment shall be given in writing only after the following minimum requirements and documentation have been verified and shall as a minimum include the following:

- Minimum two lights in front and rear of vehicle
- Communications system (where required);
- Reflective Taping;
- First-aid kit, fire-fighting equipment and emergency roadside triangles;
- Tyres in good condition;
- Windscreen clear of cracks;
- Safety belts fitted for all occupants;
- Signage for clear identification;
- Windscreen wipers;
- Warning hooter and reverse alarm;
- Rotating warning lights (where applicable);
- Maximum number of persons indicated;
- Equipment free of oil and other leaks;
- Maintenance/Service & Equipment manuals available;

Operator Approval

Authorization for operators for the use of equipment shall be given in writing only after the following minimum requirements and documentation have been verified and shall as a minimum include the following:

- Operator's Certificate (accredited training organisation);
- Operator's License appropriate to the nature of the Mobile equipment;
- Operator's knowledge tested and familiar with the controls for the vehicle;
- Public driver's permit where required;
- Medical fitness certificate.

20.19 Horizontal Drilling and Tunnel and pipe jacking

Horizontal Drilling

- All HDD work shall be carried out under the supervision of a competent person.
- All employees involve in HDD shall be trained.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- A risk assessment as well as a method statement for the HDD shall be compiled and submitted for approval by the Client.
- Contractor will submit specifications on directional boring equipment to be used to ensure that the equipment will be adequate to complete the project. Spares inventory shall be included
- The directional boring equipment shall consist of a directional boring rig of sufficient capacity to perform the bore and pullback the pipe, a boring fluid mixing & delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system.
- All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.
- The directional boring machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head.
- The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing.
- The hydraulic power system shall be self-contained with sufficient pressure and volume to power boring operations.
- Hydraulic system shall be free of leaks.
- Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations.
- The rig shall be grounded during boring and pull-back operations.
- Sufficient spares shall be kept on hand for any break-downs which can be reasonably anticipated.
- The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system.
- The Operator shall be aware of any magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.
- The Engineer must be notified 48 hours in advance of starting work.
- The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made.
- The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.
- It shall be the responsibility of Engineer to provide inspection personnel at such times as appropriate without causing undue hardship by reason of delay to the Contractor.

Tunneling (Construction Regulation 13.)

- To be performed in accordance with the Tunneling Regulations as published under the Mines Health & Safety Act (29 of 1996)
- No person shall enter a *tunnel that has a height dimension less than 800mm
- Definition of Tunneling: "the construction of any tunnel beneath the natural surface of the earth for the purpose other than the searching for or winning of a mineral

22. Monthly reporting

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The Principal Contractor is required to provide Blouberg Municipality. with a monthly report in the format provided on the last working day of the month.

23. Access Scaffolding (Construction Regulation 14)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 14 and SA Bureau of Standards Code of Practice, SANS 085 entitled, "The Design, Erection, Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person.

24. Formwork & Support Work (Construction Regulation 10.)

- Formwork & Support work (F&SW) must be carried out under the supervision of competent person designated in writing
- F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied
- No load to be imposed onto the structure that the structure is not designed to carry
- F&SW must be erected in accordance with the structural design drawings for that F&WS and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the F&WS
- All drawings pertaining to the F&SW must be kept available on site
- All equipment used in the erection of F&WS must be checked by a competent person before use
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW
- Safe access (and emergency escape) must be provided for workers
- A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing
- Any damaged F&SW must be repaired/rectified immediately
- Deck panels must be secured against displacement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The slipping of persons on release agents on deck panels prevented
- Persons health must be protected against the use of solvents, oils or other similar substances

25. Demolition Work (Construction Regulation 12.)

- Demolition work to be carried out under the supervision of a competent person who has been appointed in writing
- A detailed structural engineering survey of the structure to be demolished to be carried out and a method statement on the procedure to be followed in demolishing the structure to be developed by a competent person, before any demolition may be commenced.
-
- As demolishing progresses the structural integrity of the structure to be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature collapse
- Steps must be taken to ensure that where a structure is being demolished:
 - § no floor, roof or any other part of the structure is overloaded with debris or material that would make it unsafe
 - § precautions are taken to prevent the collapse of the structure when any frame or support is cut or removed
 - § shoring or propping is applied where necessary
 - § No person must be required or allowed to work under unsupported overhanging material
 - § THE STABILITY OF AN ADJACENT BUILDING, STRUCTURE OR ROAD MUST BE MAINTAINED AT ALL TIMES
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for workers
- Every stairwell in a building being demolished must be adequately illuminated
- Convenient and safe means of access must be provided
- A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on persons entering and leaving and every other area where the likelihood exists of material or debris falling on persons, must be fenced or barricaded
- No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded
- Waste and debris may only be disposed of from a height in a chute with the following design:
 - Adequately constructed and rigidly fastened
 - If inclined >45 degrees enclosed on all four sides

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute
- Discharged into a container or a barricaded area
- Demolition equipment may only be used on floors or slabs that are able to support it
- Asbestos related work must be conducted to the requirements of the Asbestos regulations promulgated under the OHS Act and in particular Asbestos Regulation 21:
 - Demolition of asbestos may only be carried out by a registered (with the Department of Labour) Asbestos Contractor
 - All asbestos materials likely to become airborne must be identified
 - A Plan of Work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA) (approved by the Department of Labour) 30 days prior to commencement of demolishing work unless the Plan was drawn up by an AAIA and a signed (by all parties) copy must be submitted to the Department of Labour 14 days before commencement of the demolishing

During demolition work:

- all asbestos containing material must be disposed of safely
- workers must be issued with appropriate PPE and the proper use thereof enforced
- After the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed
- No person is allowed to:
 - § Use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person
 - § Smoke, eat, drink or keep food or beverages in an area not specifically designated for this
 - § Apply asbestos by spraying

Lead related work must be conducted to the requirements of the Lead regulations promulgated under the OHS Act

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation.

26. Working on or Near Water (Construction Regulation 24)

The Principle Contractor must ensure that, where construction work is being carried out over or in close proximity to water:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Measures are in place to prevent workers from falling into the water and drowning. These measure to include the availability of lifejackets
- Measures are in place to rescue any worker/ that has fallen into the water
- Measures for the timorous warning of flooding are in place

27. Eating, Changing, Washing & Toilet Facilities (Construction Regulation 28)

The following will be the minimum requirements:

Toilets

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 28.

Chemical toilets are allowed instead of the water borne sewerage type.

Toilets have to be provided at a ratio of 1 toilet per 30 workers

Showers

At least cold-water showers of some sort have to be provided to a ratio of 1 shower per 15 workers. Change Rooms

Some form of screened off changing facility must be provided separately for each sex. Eating Facility

Some form of shelter from the sun, wind and rain must be provided Living accommodation

Accommodation must be provided.

28. Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any BLOUBERG MUNICIPALITY projects:

- Protective overall
- Protective footwear
- Protective headwear
- Eye/face protection

29. Project close out

- Upon completion of the project, the contractor is required to hand over a consolidated project file to the Client with all the working documents for retention.

Returnable Annexure A: Acknowledgement of SHE Specification & Annexures

I, the undersigned, hereby acknowledge that I have obtained copies of the following listed documentation and confirm that I fully understand the contents thereof and the consequences of non-compliance. The Contractor furthermore reiterates its commitment to compliance of the requirements contained within the following provided documentation:

- Blouberg Municipality, Safety, Health & Environmental (SHE) Specification, Volume 2;
- Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of Blouberg Municipality;

Signed at on this Day of 20.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDERER			
NAME	DESIGNATION	DATE	SIGNATURE

WITNESS (1)			
NAME	DESIGNATION	DATE	SIGNATURE

WITNESS (2)			
NAME	DESIGNATION	DATE	SIGNATURE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ANNEXURE 1: COVID-19 GUIDELINES

OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATION

COVID-19 GUIDELINES FOR BLOUBERG MUNICIPALITY (MM) CONTRACTORS

MM COVID-19 GUIDELINES FOR CONTRACTORS

1. Introduction

The OHSA (Occupational Health and Safety Act – Act 85 of 1993), read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.

The OHSA requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety. This obligation also applies to self-employed persons (for example, plumbers or electricians) whose working activities bring them into contact with members of the public.

2. PURPOSE

The purpose of this document is to give guidance to all contractors conducting work on behalf of MM on the measures to be implemented to safeguard their employees, MM

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

employees, visitors coming to their site as well as the public against COVID-19.

3. MINIMUM REQUIREMENTS TO BE COMPLIED WITH:

3.1. COVID-19 Risk Assessment

Every employer shall develop a risk assessment in relation to COVID-19 which takes into consideration:

- Identification of exposure levels
- Identification of “high contact” activities
- Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

The risk assessment will form part of the safety file that will be evaluated for conformance, and thereafter audited monthly for compliance.

3.2. COVID-19 SOP / Amendment to the SHE plan

- Each employer needs to demonstrate how he or she will comply with the requirements of various COVID-19 legislation.
- The SOP must also outline how the employer will identify employees with comorbidities and measures to be taken.

3.3. Control measures

3.3.1. Alcohol based sanitizer (70%)

A hand sanitizer must be made available at all sites, and must contain at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.

Every employer must, free of charge, ensure that –

- there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;
- every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.
- If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker’s workstation for both the worker and the person with whom the worker is interacting.

3.3.2. Cloth masks (3 ply)

Every employer must –

- provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition, for the employee to wear while at work and while commuting to and from work; and
- Require any other worker to wear masks in the workplace.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.

3.3.3. Hand soap and hygiene facilities

The employer must ensure that-

- there are adequate facilities for the washing of hands with liquid hand soap and clean water;
- only paper towels are provided to dry hands after washing – the use of fabric towels is prohibited;
- the workers are required to wash their hands and sanitize their hands regularly while at work;
- the workers interacting with the public are instructed to wash or sanitize their hands between each interaction with public;

3.3.4. Engineering controls

Every employer must –

- keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;
- where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feedback in through open windows;
- Ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.
- Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of 1.5m between workers while they are working, for example, at their workstations.
- If it is not practicable to arrange work stations to be spaced at least 1.5m apart, the employer must-
- Arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working

3.3.5. Social distancing protocol

- Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of 1.5m (metres) between workers while they are working, for example, at their workstations.
- Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer.
- Reducing the number of workers present in the workplace at any time may assist in achieving the required social distancing.
- Employers therefore need to identify work that can be performed remotely / at home in order to reduce the number of employees coming physically to the work environment.
- Every employer must arrange the workplace to ensure minimal contact between

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

workers and as far as practicable ensure that there is a minimum of 1.5m between workers while they are working, for example, at their workstations.

- If it is not practicable to arrange work stations to be spaced at least 1.5m apart, the employer must-
- arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or
- Supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.

The employer should develop a protocol on social distancing which will include:

- No handshakes
- No hugs
- No kissing
- No horseplay
- No touching each other
- Minimum of 1.5m distance between two employees during work, meetings, lunch, etc.
- Installation of physical screens in the workplace to separate workstations
- Minimum number of people allowed in the vehicles during transportation

All the requirements above should be observed in conjunction with wearing of masks and regular handwashing and sanitizing.

3.3.6. Cleaning and disinfection

Every employer must take measures to ensure that-

- all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;
- all areas such as toilets, common areas, door handles, shared electronic equipment are regularly cleaned and disinfected;
- Disable biometric systems or make them COVID-19-proof.
- Surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.
- There is provision for the disinfection of the premises in the event that an employee tests positive at work.

4. Employees above the age of 60, and those with comorbidities

- The employer shall identify all comorbidities that will increase the severity of COVID-19 should employees with them be infected.
- The employer should identify whether those employees will work fully from home or on a rotational basis with full PPE and other prevention and control measures

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

observed.

- Employees over the age of 60 must also be identified and work from home.

5. Special provisions

- The employer must appoint a compliance officer to ensure compliance with these requirements.
- The compliance officer will also address employee or workplace representative concerns and to keep them informed and, in any workplace in which a health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;
- The employer must ensure that all relevant legal requirements and the risk assessment plan are strictly complied with through monitoring and supervision;
- The employer must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing.
- Take measures to minimize contact between workers as well as between workers and members of the public;
- Notify employees that if they are sick or have symptoms associated with COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA.
- Display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;

If an employee has been diagnosed with COVID-19, the employer must-

- Inform the Department of Health and the Department of Employment and Labour using the WCL1 form;
- Investigate the cause including any control failure and review the risk assessment to ensure that the necessary controls and PPE requirements are in place;
- Give administrative support to any contact-tracing measures implemented by the Department of Health.

Symptom screening

Every employer must take measures to-

- Screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);
- Require every worker or visitor to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and
- Require workers to immediately inform the employer if they experience any of the symptoms above while at work.

If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must –

- not permit the worker to enter the workplace or report for work; or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- if the worker is already at work, Immediately-
 - isolate the worker, provide the worker with a FFP1 surgical mask and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or taken for a medical examination or testing; and
 - assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission;
 - ensure that the worker is tested or referred to an identified testing site;
 - place the employee on paid sick leave in terms of section 22 of the BCEA or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;
 - ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
 - If there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993.

6. PROCEDURES TO BE FOLLOWED ON SITE

1. ENTRY AND EXIT ON THE SITE CAMP

- The security personnel who will be trained in the procedures will do daily screening via questionnaire for every employee and visitor entering the site.
- Temperature checks will be done by security personnel using non-contact infrared thermometer.
- Every employee who records a temperature above 38°C will be sent home to seek for medical help.
- No employee or visitor who answers any question by yes on the questionnaire should be granted access into the site premises.
- Report to the site manager daily

2. MEETING ATTENDANCE

BEFORE the meeting or event

- Check the advice from the authorities in the community where you plan to hold the meeting or event. Follow their advice.
- Develop and agree a preparedness plan to prevent infection at your meeting or event.
 - Consider whether a face-to-face meeting or event is needed. Could it be replaced by a teleconference or online event?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Could the meeting or event be scaled down so that fewer people attend?
 - Ensure and verify information and communication channels in advance with
 - Pre-order sufficient supplies and materials, including face masks, hand soap, tissue and hand sanitizer for all participants.
- Develop and agree a response plan in case someone at the meeting becomes ill with symptoms of COVID-19 (dry cough, fever, malaise). This plan should include at least:
 - Identify a room or area where someone who is feeling unwell or has symptoms can be safely isolated.
 - Have a plan for how they can be safely transferred from there to a health facility.
 - Know what to do if a meeting participant, staff member or service provider tests positive for COVID-19 during or just after the meeting
 - Agree the plan in advance with your partner healthcare provider or health department.

DURING the meeting or event

- Provide information or a briefing, preferably both orally and in writing, on COVID-19 and the measures that organizers are taking to make this event safe for participants.
 - Encourage regular hand-washing or use of an alcohol rub by all participants at the meeting or event
 - Encourage participants to cover their face with the bend of their elbow or a tissue if they cough or sneeze. Supply tissues and closed bins to dispose of them in.
 - Provide contact details or a health hotline number that participant can call for advice or to give information.
- Display dispensers of alcohol-based hand rub prominently around the venue.
- If there is space, arrange seats so that participants are at least one meter apart.
- Open windows and doors whenever possible to make sure the venue is well ventilated.
- If anyone who starts to feel unwell, follow your preparedness plan.

AFTER the meeting

- Retain the names and contact details of all participants for at least one month. This will help public health authorities trace people who may have been exposed to COVID-19 if one or more participants become ill shortly after the event.
- If someone at the meeting or event was isolated as a suspected COVID-19 case, the organizer should let all participants know this. They should be advised to monitor themselves for symptoms for 14 days and take their temperature twice a day.
- If they develop even a mild cough or low-grade fever (i.e. a temperature of 38 C or more), they should stay at home and self-isolate. This means avoiding close contact (1 meter or nearer) with other people, including family members. They should also telephone their healthcare provider or the local public health department, giving them details of their recent travel and symptoms.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. Identifying contacts

To identify contacts, a detailed case investigation and interview with the COVID-19 patient or their caregiver must be conducted.

Environment	Criteria	Ways to identify contacts
Known/identifiable contacts		

Workplace (Immediate colleagues)	Any employees who had: <ul style="list-style-type: none"> ✓ Face-to-face contact with a COVID 19 patient within 1 metre and for >15 mins ✓ Direct physical contact with a COVID-19 patient ✓ Provided direct care for a COVID-19 patient in the workplace without proper PPE ✓ Shared working space or equipment with a COVID 19 patient ✓ Shared a room, meal, or other space with a confirmed patient 	<ul style="list-style-type: none"> ✓ Direct interview with the COVID-19 patient and/or their caregiver(s). ✓ Direct interview with all employees and supervisors ✓ Interview can also be done telephonically
Workplace (Visitors / suppliers)	<ul style="list-style-type: none"> ✓ All visitors who visited the site within the 2-week period and were potentially in contact with the infected employee 	<ul style="list-style-type: none"> ✓ Daily signing registers ✓ Meeting attendance registers

This information will be shared with the health authorities so that they can be able to do household, community, social and contact tracing for all contacts associated with a contact

- Where possible, the Safety Manager should check in with contacts to make sure they are self-monitoring and have not developed symptoms.
- Contacts who develop symptoms should promptly isolate themselves and notify the NICD.
- They should be promptly evaluated for infection and for the need for medical care

Contractor

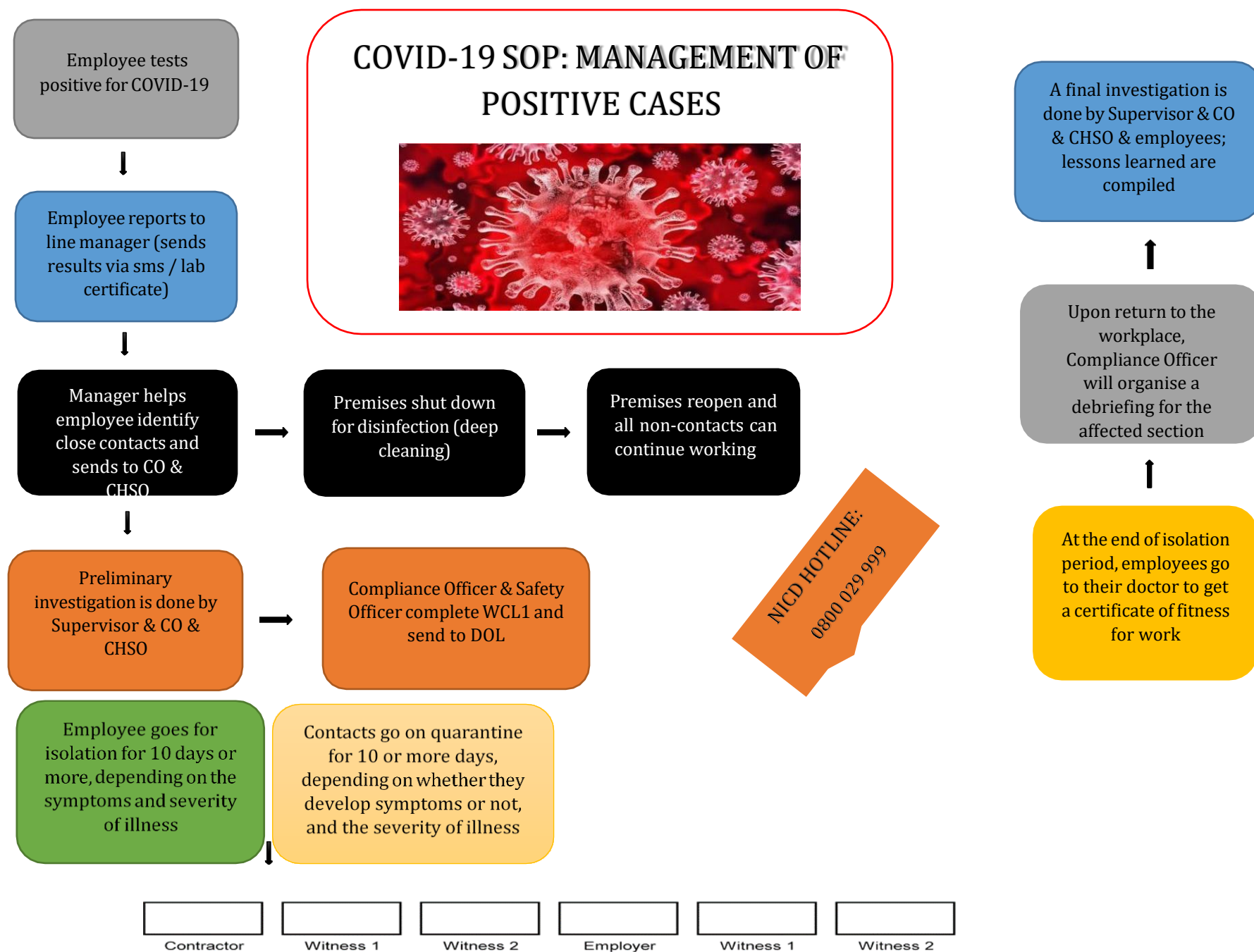
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.1 LOCALITY Plan

Refer to Volume 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.2 CONSTRUCTION NOTICE BOARD

Refer to Volume 2

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.3 NATURE OF GROUND CONDITIONS AND SUBSOIL CONDITIONS

From the Geotechnical report no ground water was identified during the investigation. The geotechnical point to the fact, there are isolated areas with intermediate soil types.

C4.4 EXISTING SERVICES

No existing services.

C4.5 MUNICIPAL SUPPLY CHAIN MANAGEMENT (SCM) POLICY

Municipal Supply chain management (SCM) Policy (as amended) is obtainable on Blouberg Municipal website i.e. www.blouberg.gov.za under:

- Key document policies
- Finance Department

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BM17/24/25

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

C4 SITE INFORMATION

Site Inspection

The bidder shall inform him/herself on the nature of the site and inspect the site.

The Engineer will consider a bid only if the site inspection and/or bidder's meeting arranged by the Engineer has been attended by a representative who must;

- Be suitably qualified to comprehend the implications of the work involved and
- Be the bidder him/herself or a person in the direct employ of the bidder.

Site Information

A geotechnical study has been conducted and the information will be provided when required.

Locality Plan

See attached.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

C5 RELEVANT DOCUMENTATION

The following documents are attached hereto and form part of the Contract:

- (i) Ministerial Determination No.3: Extended Public Works Programmes
- (ii) Blouberg Municipality Supply Chain Management (SCM) Policy

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

**C5.1 MINISTERIAL DETERMINATION NO.3:
EXTENDED PUBLIC WORKS PROGRAMMES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Government Gazette

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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 347

4 May 2012

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997

MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES

I, Nelisiwe Mildred Oliphant, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Expanded Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said Ministerial Determination shall become binding.

All the provisions of the Ministerial Determination: Expanded Public Works Programmes published under Government Notice R949 in Government Gazette 33665 of 22 October 2010 will be superseded by this ministerial determination with effect from the date of implementation.



NM OLIPHANT, MP
Minister of Labour

10/04/2012

SCHEDULE

MINISTERIAL DETERMINATION NO: 3 : EXPANDED PUBLIC WORKS PROGRAMMES

Index

-
1. Definitions
 2. Application of this determination
 3. Sections not applicable to public works programmes
 4. Conditions
-

1. Definitions

1.1 In this determination -

"expanded public works programme" means a programme to provide public or community assets or services through a labour Intensive programme initiated by government and funded from public resources ..

1.2 Without limiting subsection (1), the following programmes constitute Expanded PublicWorks Programmes.:

- (a) Environment and Culture Sector Programmes including: Working for Water, Working on Fire, Working for wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for the Coast, Landcare, Working on Waste/ Working for Tourism, Investing in Culture .Programmes
- (b) Infrastructure Sector Programmes and Projects declared part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.
- (c) Social Sector Programmes including .Early Childhood Development, Home, Community Based Care, Community Safety and other community based programmes
- (d) All projects and programmes accessing the EPWP wage incentive including those Implemented by Non Governmental organisations (NGO) and Community Based Organisations (CBO) and the Community Works Programme.
- (e) Any other programme deemed to be part of the EPWP asdetermined bythe Department of PubHcWorks

2. Application

This Determination applies to all employers and employees engaged in expanded public works programmes.

3. The following provisions of the Basic Conditionsof Employment Act do not apply to public works programmes -

3.1 Section 10(2) [Overtime rate]

- 3.2 Section 14(3) (Remuneration required for meal intervals of longer than 75 minutes]
- 3.3 Section. 29(h) to (p) [Written particulars of employment]
- 3.4 Section 30 [Display of employee's rights]
- 3.5 Section 41 [Severance pay]
- 3.6 Section 37 [Notice of termination]
- 3.7 Sections 51 - 58 [Sectoral Determinations]

4. **Conditions**

As set out in the ANNEXURE:

ANNEXURE

CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES

Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
- 1.2 In this document -
- (a) "department" means any department of the State, implementing agent or contractor;
 - (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
 - (c) "worker" means any person working in an elementary occupation ON a EPWP;
 - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
 - (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
 - (f) "task" means a fixed quantity of work;
 - (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
 - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
 - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1 Workers on an EPWP are employed on a temporary basis or contract basis.

3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work-
- (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Sick Leave

8.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

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

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

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

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

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

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

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

(a) absent from work for more than two consecutive days; or

(b) absent from work on more than two occasions in any eight-week period.

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

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

9. Maternity Leave

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

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

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

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

9.5 A worker may begin maternity leave -

(a) four weeks before the expected date of birth; or

(b) on an earlier date -

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

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

10, Family responsibility leave

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

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

11. Statement of Conditions

11.1 An employer must give a worker a statement containing the following details at the start of employment -

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

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

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

12. Keeping Records

12.1 Every employer must keep a written record of at least the following -

- (a) the worker's name and position;

- {b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker, the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker.

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

13. Payment

13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account

13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1st of November in line with inflation (available CPI as provided by StatsSA six {6} weeks before implementation).

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

13A An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

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

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

13. 7 Payment in cash or by cheque must take place -

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

13.8 An employer must give a worker the following information in writing -

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

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

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

14. Deductions

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

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

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

14.4 An employer may not require or allow a worker to -

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

15. Health and Safety

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

15.2 A worker must -

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

16. **Compensation for Injuries and Diseases**

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 16.3 The employer must report the accident or disease to the Compensation Commissioner.
- 16.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accident or accidents at home.

17. **Termination**

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

- 17A A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Certificate of Service

- 18.1 On termination of employment, a worker is entitled to a certificate stating -
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the employer and worker.

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BLOUBERG MUNICIPALITY



BM17/24/25

CONSTRUCTION OF AVON MULTI-PURPOSE CENTRE

**C5.2 BLOUBERG MUNICIPALITY SUPPLY
CHAIN MANAGEMENT (SCM) POLICY**

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>