

MHLONTLO LOCAL MUNICIPALITY



TENDER NO: EC2023/24/04/042-SCH

PROJECT NAME: SITHANGAMENI COMMUNITY HALL

CLOSING DATE: 20th JULY 2023

NAME OF TENDERER: _____

TOTAL AMOUNT: _____ (incl. VAT)

EMPLOYER:



**The Municipality Manager
Mhlontlo Local Municipality
96 Church street
Qumbu
5180
Tel: (047) 553 7000**

ADDENDUM TO THE CONTRACT: SITHANGAMENI COMMUNITY HALL.

1. PROTECTION OF PERSONAL INFORMATION

1.1. Processing limitations

It is recorded that, pursuant to its obligations under this Agreement, Service Provider will process Personal Information in connection with and for the purposes of the provision of the Services for or on behalf of Mhlontlo LM and will act as Mhlontlo LM's Operator for purposes of Protection of Personal Information Act (POPIA) no.4 of 2013. Unless required by law, Service Provider shall process the Personal Information only:

- 1.1.1.** On behalf of Mhlontlo LM and in compliance with its instructions and this Agreement;
- 1.1.2.** For the purposes connected with the provision of the Service Provider services or as specifically otherwise instructed or authorised by Mhlontlo LM in writing; and
- 1.1.3.** Service Provider shall treat the Personal Information that comes to its knowledge or into its possession as confidential and shall not disclose it without the prior written consent of Mhlontlo LM.

1.2. Security measures

1.2.1. Service Provider warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

- (a) Loss of, or damage to, or unauthorised destruction of the Personal Information; and
- (b) Unlawful access to or processing of the Personal Information.

1.2.2. Service Provider shall take reasonable measures to:

- (a) Identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or under its control;
- (b) Establish and maintain appropriate safeguards against the risk identified;
- (c) Regularly verify that the safeguards are effectively implemented;
- (d) Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and
- (e) Shall notify Mhlontlo LM of the risks identified and the safeguards established and implemented from time to time.

1.2.3. Service Provider shall:

- (a) Have due regard to generally accepted information security practices and processes which may apply to it;
- (b) Comply with Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Mhlontlo LM undertakes to keep Service Provider informed from time to time; and
- (c) Within five (5) business days of a request from Mhlontlo LM, Service Provider shall provide to Mhlontlo LM a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Service Provider to demonstrate and ensure compliance with this clause.

1.3. Service Provider's general obligations with regards to Personal Information

1.3.1. In addition to the other obligations set out in this clause, Service Provider shall:

- (a) Take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Information;
- (b) Limit access to the Personal Information only to those employees who need to know to enable Service Provider to perform the services and ensure that employees used by Service Provider to provide the Services have undergone training in the care and handling of the Personal Information;
- (c) Deal promptly and properly with all reasonable inquiries from Mhlontlo LM relating to its Processing of the Personal Information and provide to Mhlontlo LM copies of the Personal Information in the format reasonably specified by Mhlontlo LM;
- (d) Promptly inform Mhlontlo LM of its inability to comply with Mhlontlo LM's instructions and this clause, in which case Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;
- (e) Provide Mhlontlo LM with full co-operation and assistance in relation to any requests for access or correction or complaints made by Data Subjects; and
- (f) At the request of Mhlontlo LM or any regulatory body, submit its Personal Information Processing facilities for audit of the Processing activities covered by this Agreement.

1.4. Notifications

1.4.1. Service Provider must notify Mhlontlo LM in writing:

- (a) Within 1 (one) business day or otherwise as soon as reasonably possible if any Personal Information has been or may reasonably believe to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under this Agreement. The notification must provide sufficient information to allow affected Data Subjects to take measures against the potential

consequences of the compromise, including, if known to Service Provider, the identity of the unauthorised person who may have accessed or acquired the Personal Information;

- (b) Within 3 (three) business days of receipt thereof, of any request for access to or correction of the Personal Information or complaints received by Service Provider relating to Mhlontlo LM's obligations in terms of POPIA and provide Mhlontlo LM with full details of such request or complaint; and
- (c) Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any supervisory or governmental body.

1.5. Return or destruction of Personal Information

Upon termination of this Agreement or upon request by Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Mhlontlo LM, destroy such material and shall certify to Mhlontlo LM that it has done so, unless the law prohibits Service Provider from doing so. In applying this destruction alternative, the Service Provider shall provide Mhlontlo LM with the Certificate of Destruction to confirm that the destruction was done in a manner that the Personal Information cannot be reconstructed to its original format. In that case, Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.

1.6. Warranties

Service Provider warrants that in addition to the warranties stated in the rest of this Agreement, it shall comply with all regulatory and statutory requirements which impact on or relate to Service Provider and the Services, including, but not limited to, POPIA.

1.7. Indemnities

Service Provider hereby indemnifies and holds harmless Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Mhlontlo LM and arising from or due to Service Provider's breach of its information protection obligations set out in this clause.

1.8. Ownership of Information

- 1.8.1.** Service Provider acknowledges and agrees that Mhlontlo LM retains all right, title and interest in and to the Personal Information.

1.8.2. Service Provider shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased or otherwise disposed of to third parties by Service Provider or commercially exploited by or on behalf of Service Provider or its employees.

SIGNED AT _____ ON THIS _____ DAY _____ 2023

FOR AND ON BEHALF OF MHLONTLO
LOCAL MUNICIPALITY

FULL NAMES: MR L. NDABENI
CAPACITY: MUNICIPAL MANAGER

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

FOR AND ON BEHALF OF COMPANY
NAME

FULL NAMES _____
CAPACITY :COMPANY DIRECTOR

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

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PART T1

TENDERING PROCEDURES

MHLONTLO LOCAL MUNICIPALITY



T1.1: TENDER INVITATION

PROJECT NAME	CIDB	CONTRACT NUMBER	ADVERT DATE	BRIEFING DATE	CLOSING DATE
SITHANGAMENI COMMUNITY HALL	5 GB or Higher	EC2023/24/04/04 2-SCH	28/06/2023	No compulsory	20 th July 2023 12h00 PM Qumbu Foyer

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

Tenderers must take particular note of the following:

1. Tenderers are required to submit valid SARS Tax Clearance Certificate or Pin with the tender in order to be considered.
2. Tenders must declare performance guarantee as per contract
3. Tenderers are required to submit the Company Profile.
4. Tenderers are required to submit proof of registration with CIDB, for A Joint venture must submit a proof of registration with consolidated CIDB grading.
5. A valid original B-BBEE status level verification certificate or a certified copy thereof, sustaining the BBBEE rating issued by a verification agency accredited by SANAS (South African Nation Accreditation system).
6. A Joint venture must submit a consolidated valid original B-BBEE status level verification certificate or A certified copy thereof substantiating their B-BBEE rating issued by a verification agency accredited by the SANAS (South African Nation Accreditation system).
7. Submit Joint Venture agreement in the case of joint venture.
8. Tenderers are required to submit the methodology
9. Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page
10. Submit Proof of Municipal rates no later than one month

11. Submit Central Supplier Database Report not later than one month
12. Failure to submit a comprehensive JV agreement (where applicable) individual partners are to comply and submit all relevant documents.
13. A pre-qualification criterion for preferential is applicable, therefore a minimum appointed service provider would be required sub-contract part of their works to the designated groups contemplated in terms of regulations 2017.

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and will not be considered forward.

Tender documents will be available from www.etender.gov.za and www.mhlontloim.gov.za .

Evaluation Criteria

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered for price and equity.

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	25	Grader X1	5
		TLB X1	5
		Tipper Truck X5	5
		Excavator X1	5
		Water TankerX2	5
		Leasing with proof of all the above	10
		None of the above	0
Company experience in terms of projects completed. The company must attach at least one completion certificate from previous client where they have successfully rendered the same service	25	Five projects upwards	25
		Four Projects	20
		Three projects	15
		Two projects	10
		One project	05
		None of the above	0

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Key Personnel and Qualification The company must provide the CV's of the resources to be deployed on the project	20	Project Manager/Contract Manager: (ND Quantity Surveying/Building or equivalent) with 5 years' relevant experience and above. References must traceable as they may be verified	6
		Project Manager/Contract Manager: (ND Quantity Surveying/Building or equivalent) with 3-5 years' relevant experience. References must traceable as they may be verified	3
		Project Manager/Contract Manager: (ND Quantity Surveying/Building or equivalent) with 1-3years relevant experience. References must traceable as they may be verified	1
		Project Manager/Contract Manager: With no experience, no qualification	0
		Site Agent (ND Quantity Surveying/Building or equivalent) with 5 years relevant experience and above. References must traceable as they may be verified	4
		Site Agent (ND Quantity Surveying/Building or equivalent) with 3-5 years relevant experience. References must traceable as they may be verified	2
		Site Agent :(ND Quantity Surveying/Building or equivalent) with 1-3years relevant experience. References must traceable as they may be verified	1
		Site Agent: With no experience, no qualification	0
		Health and Safety Officer (OHS Certificate with registration to SACPCMP)	4
		Site Foreman (Skill with relevant experience for similar project/s 5 years and above	6
		None of the above	0
Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
		Basic methodology with time frames	10

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
		Unclear methodology with no time frames	0
TOTAL	100	Minimum	70

Only Bidders who score 70% or more on Stage 1 would be evaluated further and eligible for award.

Preferential Procurement Regulations, 2022 Pertaining to the MFMA will apply.

80 points for price

20 Mhlontlo specific goals. The joint venture company needs to submit a consolidated B-BBEE certificate.

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact Ms B Yashe at 066 4857564.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms Y.Nqatyelwa @ 076 790 9070

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Municipal Manager
 Mr L. Ndabeni
 Mhlontlo Local Municipality
 P.O. Box 31
 Qumbu
 5180

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of the **CIDB** Standard for Uniformity in Construction Procurement which are reproduced without amendment or alteration for the convenience of tenderers. 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.

F.1 General

F.1.1 Actions

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.

F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data. The tender documents issued by Mhlontlo Local Municipality comprise of the following:

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data
- T1.3 Preferential Procurement Regulations – Mhlontlo Local Municipality

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

Part C1: Agreements and Contract Data

- C1.1 Form of offer and acceptance
- C1.2 Contract Data
- C1.3 Blasting Indemnity

Part C2: Pricing data

- C2.1 Pricing instructions
- C2.2 Activity schedules / Bills of Quantities
- C2.3 Summary of schedule of works

Part C3: Scope of work

- C3.1 Description of work
- C3.2 HIV/AIDS Requirements
- C3.3 Health and Safety Specification by Employer
- C3.4 Particular Specification

Part C5 : Typical Standard Contract Administration Forms

- C5. 1 Site Diary
- C5. 2 Site Instruction Book
- C5. 3 Monthly Progress Reporting Schedule

F.1.3 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 for the calling for expressions of interest, the following definitions apply:
 - (b) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
 - (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
 - (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
 - (f) **Quality (Functionality)** means the totality of features and characteristics of a product of service that bear on its ability to satisfy stated or implied needs

F.1.5 the Employer's right to accept or reject any tender offer

- F.1.5.1** The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.
- F.1.5.2** The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderers obligation

F2.1 Eligibility

F2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory, and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F2.1.2 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.

F2.1.2.1 The following tenderers who are registered with the **CIDB**, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **5 GB** class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

F2.1.2.2 Joint ventures are eligible to submit tenders provided that:

- a) Every member of the joint venture is registered with the CIDB;
- b) Every member of the joint venture should have attended the briefing;
- b) The lead partner has a contractor grading designation in the **5 GB** class of **General Building**; and
- c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **5 GB class** of construction work or two contractors registered in contractor grading designation **5 GB one** contractor registered in contractor grading designation **5 GB** and two registered in contractor grading designation **5 GB**.
- (d) A Joint Venture Agreement in line with CIDB Regulations and **Mhlontlo Local Municipality** Supply Chain Management Policy in MBD 6.1 (8).
- (e) Tax Clearance Certificates of both Partners are attached in the Document.
- (f) **CIDB** Certificates or CRS Numbers for both Joint Venture Partners are attached.

F.2.2 Cost of tendering

Accept that 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 satisfy requirements.

F.2.3 Check documents

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

F.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.

F.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.

F.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.

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and 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.

F.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.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may 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.

F.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 (VAT), 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.

F2.10.2 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.

F.2.11 Alterations to documents

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.

F.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.2.13 submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, 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 in black 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.

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 shall 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.2.14 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.

F.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. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

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

F.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.

F.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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

F.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), pre-referencing 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.

F.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.

F.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.

F.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.

F.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.

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to request 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.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven 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, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.2 Announce at the opening 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, the total of his prices, preferences claimed and time for completion, if any, 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 if the employer deemed necessary.

F.3.5 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 score in the quality evaluation above 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.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) Meets 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) 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.

F.3.9. Arithmetical errors, omissions and discrepancies.

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

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 method that is indicated in the Tender Data and described below:

EVALUATION CRITERIA

Stage 1: Evaluation on Functionality

Under functionality, Bidders must achieve a minimum of 60% of functionality points in order to be considered for further evaluation in stage 2 (Evaluation on Price and Specific goals).

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	25	Grader X1	5
		TLB X1	5
		Tipper Truck X5	5
		Excavator X1	5
		Water TankerX2	5
		Leasing with proof of all the above	10
		None of the above	0
Company experience in terms of building projects completed. The company must attach at least one completion certificate from previous client where they have successfully rendered the same service	25	Five projects upwards	25
		Four Projects	20
		Three projects	15
		Two projects	10
		One project	05
		None of the above	0
Key Personnel and Qualification The company must provide the CV's of the resources to be deployed on the project	20	Project Manager/Contract Manager: (ND Quantity Surveying/Building or equivalent) with 5 years' relevant experience and above. References must traceable as they may be verified	6
		Project Manager/Contract Manager: (ND Quantity Surveying/Building or equivalent) with 3-5 years' relevant experience. References must traceable as they may be verified	3
		Project Manager/Contract Manager: (ND Quantity Surveying/Building or equivalent) with 1-3years relevant experience. References must traceable as they may be verified	1

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
		Project Manager/Contract Manager: With no experience, no qualification	0
		Site Agent (ND Quantity Surveying/Building or equivalent) with 5 years relevant experience and above. References must traceable as they may be verified	4
		Site Agent (ND Quantity Surveying/Building or equivalent) with 3-5 years relevant experience. References must traceable as they may be verified	2
		Site Agent :(ND Quantity Surveying or equivalent) with 1-3years relevant experience. References must traceable as they may be verified	1
		Site Agent: With no experience, no qualification	0
		Health and Safety Officer (OHS Certificate with registration to SACPCMP)	4
		Site Foreman (Skill with relevant experience for similar project/s 5 years and above	6
		None of the above	0
Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
		Basic methodology with time frames	10
		Unclear methodology with no time frames	0
TOTAL	100	Minimum	70

Functionality will be evaluated based on the following criteria and bidders who failed to score a minimum functionally assessment of 70% will be considered non-responsive and will not be evaluated further.

ADMINISTRATIVE COMPLIANCE

Mandatorily requirements – Only bidders who have submitted the following documents will be considered, namely:

- SARS TAX PIN
- Letter of Good standing, COIDA
- Proof of CIDB registration and Grading of **5 GB**
- Company registration documents
- Completed MBD (All) forms
- MBD6.2 (Local Content)
- DTI FORM Annexiture C
- All bid documents must be completed in full and in black ink (No tampering of bid documents with either correction fluid, sticky papers or any other thing which can indicate that the bid document has been tampered with)

Other Required Documents

- Municipal current rates account not more than three months old should be submitted (Proof of address similar to address of place of office operation. Lease agreement with account statement or shareholders address acceptable as proof of office address (confirmation letter endorsed by commission of Oath, note that before appointment this will be verified)
- Certified valid copy of BBB-EE Certificate
- Proof of registration on the Central Suppliers Database (CSD)

NOTE:

- ✓ ***The JV agreement for JV partners to be submitted indicating percentage split for partners to render agreement valid.***
- ✓ ***The JV partners must submit both mandatory and other requirements for each Company.***
- ✓ ***Preferred JV bidder will be required to submit a JV bank account and VAT number***
- ✓ ***Please note that the above required documents will be deemed as mandatory to the preferred bidder. Required documents will be requested***

for submission within SEVEN working days and failure to submit will be deemed as non-responsive.

- ✓ **The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.**
- ✓ **Mhlontlo Local Municipality reserves the right to verify any information provided by bidder.**
- ✓ **Mhlontlo Local Municipality is not compelled to accept the lowest or any bid**

Stage 2: Evaluation on Price and Mhlontlo specific goals

Received Responsive bids will be evaluated based on the following stages:

- Stage 1- functionality and those who score equal or more than 70% will be considered for price and equity.
- Stage 2- Price and MHLM Specific Goals

The Maximum points for this bid are allocated as followed

100 % Ownership to claim total points for each specific goal	Means of verification	Points allocation
HDI -Equity ownership	The municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of ID COPY as a proof in order to claim points for specific goals	6
Youth-Enterprise 18-35 years (MLM)	The municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in order to claim points for specific goals	6
Women-Equity ownership	The municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of ID COPY, CK and CSD as a proof in order to claim points for specific goals	4
Disability-Equity ownership	The municipality is going to use MEDICAL CERTIFICATE as means of verification and thus prospective service providers will be required to provide a copy of MEDICAL CERTIFICATE and CSD as a proof in order to claim points for specific goals	2
Rural Enterprise	The municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of PROOF OF RESIDENCE AND CSD as a proof in order to claim points for specific goals	2

Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

Contract Conditions

- The approved bidder shall under no circumstances interrupt the supply of water as a result of his/her activities in, or around the plant.
- Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract.
- Labour desk to be created for employing local labour. All unskilled labour will be from local communities, skills transfer to be considered and where skilled locals are available they are to be given first preference.

T1.3 PREFERENTIAL PROCUREMENT REGULATIONS

Supply Chain Management Procedures

Mhlontlo Local Municipality is committed to fair, equitable and transparent supply chain management procedures free of corruption of any nature. Should anybody suspect any irregularity of any sort they are requested to state their concerns in writing to the Chief Finance Officer of Mhlontlo Local Municipality without delay. Should a satisfactory explanation or action not be forthcoming from the Chief Executive Officer the matter should be reported to the office of the Public Protector?

This Request for Proposals has been compiled and approved by the Bid Specification Committee of Mhlontlo Local Municipality established in terms of the Public Finance Management Act and its Regulations.

The bids received will be evaluated by the Bid Evaluation Committee in terms of the bids evaluation criteria described in this document. The Committee will then submit a report on the bids received to the Bid Adjudication Committee.

The Bid Adjudication Committee will make a recommendation to the Accounting Officer or his delegate nominated in writing. The Accounting Officer will either accept the recommendation of the Bid Adjudication Committee, or refer it back to the Bid Adjudication Committee for further investigation or award the contract to a different bidder. In the event that the contract is awarded to a different bidder from the one recommended by the Bid Adjudication Committee, the Auditor-General shall be informed of the reasons for the decision.

The above process will, depending upon the complexity of the project and the number of bids received, take between 4 and 6 weeks. Bidders are requested to refrain from making queries on progress and/or from submitting unsolicited information regarding their bids and especially from commenting on other bidders' proposals during this time. Mhlontlo Local Municipality will endeavor to keep bidders informed of the progress of the process.

PART T2

RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 The tenderer must complete the following returnable documents:

1. TENDER DOCUMENT in its entirety and signed.

The information the tenderer shall supply in his tender or attached to his tender shall include, but not be limited to the documents and schedules as set out below.

2. Certificate of Attendance of Site Meeting
3. Company registration certificated/ Copy of a sole trader (Copies must be certified)
4. SARS TAX PIN
5. Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)
6. Letter of Good Standing (COIDA)
7. Company Profile
8. CIDB Registration Certificate/s
9. B-BBEE Certificate
10. Municipal current rates accounts not more than three months in arrears should be submitted

The tenderer must complete the following returnable documents:

T2.1.2 Returnable Schedules required for tender evaluation purposes:

- a) Schedule A – Compulsory Attendance certificate
- b) Schedule B - Certificate for authority of companies
- c) Schedule C - Record of Addenda to tender documents
- d) Schedule D – Plant and Equipment
- e) Schedule E– Relevant work experience carried out
- f) Schedule F – Tenderer Key Personnel
- g) Schedule G – List of Directors/Members/Partners
- h) Schedule H – Company Banking Details
- i) Schedule I – Contractors OHS Management system checklist
- j) Schedule J – Contractors Estimated monthly expenditure
- k) Schedule K – Contractors Labour Content

T2.1.3 Returnable Schedules that are incorporated into the contract

- a) MBD 1 – Invitation to Tender
- b) MBD 2–Tax Clearance Certificate
- c) MBD 3.1 – Pricing Schedule
- b) MBD 4 – Declaration of interest
- c) MBD 6.1 – Preference Points
- d) MBD 8 – Declaration of Past Supply Chain Management
- e) MBD 9 - Certificate of Independent bid determination

SCHEDULE A: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION

This is to certify that

(Tenderer) _____

of (Address) _____

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

on (Date) _____ starting at (Time) _____

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

Particulars of person (s) attending the meeting:

1. Name: _____
Capacity: _____
Signature: _____

2. Name: _____
Capacity: _____
Signature: _____

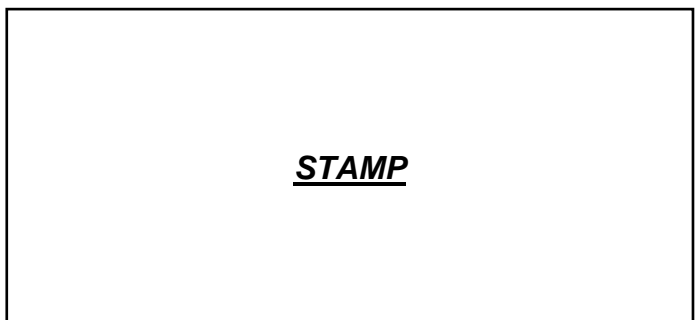
Attendance of the above person (s) at the meeting is confirmed by the Employer's Representative, namely:

Date and Time: _____

Name: _____

Capacity: _____

Signature: _____



SCHEDULE B: CERTIFICATE OF AUTHORITY FOR COMPANIES

This Returnable Schedule is to be completed by companies and close corporations. Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	C Joint Venture	E Close Corporation

B.1 Certificate for company

I,, managing director of the board of directors of hereby confirm that by resolution of the board taken on20....., Mr./Ms, has been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company. As witnesses: -

- 1.
Managing director
- 2.
Date

B.2. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr./Ms....., authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf of:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

B.3 Certificate for close Corporation

We, the undersigned, being the key members in the business trading as

.....

hereby authorise Mr/Ms, to sign all documents in connection with the tender and any contract resulting from it on our behalf of:

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE C: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

NOTE: Attach additional pages if more space is required.

Signed: Date:

Name: Position:

Tenderer:

SCHEDULE D: 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.

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.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

Tenderer:

SCHEDULE E: RELEVANT WORK CARRIED OUT BY TENDERER

Previous experience

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:

- (a) all consultancy services of similar nature of the assignment provided to an organ of state in the last five years;
- (b) Any similar consultancy services provided to an organ of state in the last five years.

This information is material to the award of the Contract.

Project Description	Contract Value (VAT excl.)	Project Duration		Expenditure @ Completion	Reference		
		Start	Finish		Name:	Organisation:	Tel No:

Name of Tendering Entity:

Signature:

DATE:

TENDER PROCEDURES

SCHEDULE F: TENDERER'S KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

TENDERER:

SIGNATURE: DATE:

TENDER PROCEDURES

SCHEDULE H

COMPANY DETAIL REGARDING TENDERER / COMPANY / PARTNERSHIP

1. Complete Name :
 (Business)
- Registered Address :
 ..
- Registration No. :
- Type of Business :

Indicate with an "X"

One-man Business	Partnership	Private Company	Closed Corporation	Joint Venture	Consortium	Others
------------------	-------------	-----------------	--------------------	---------------	------------	--------

- Date registered :
- Tel. No. : (W) Code: No.:
- Cell No. :
- Fax No. : Code: No.:
- E-mail :

2. AUTHORIZED / CONTACT PERSON

- Name :
- Title :

3. FINANCIAL DETAIL

(1) Bank detail

- Bank :
- Branch :
- Account Name:
- Account No. :
- Contact person:
- Tel No. :
- Fax No. :

SCHEDULE I: CONTRACTORS' OHS MANAGEMENT SYSTEM CHECKLIST

		YES / NO
1.	OHS Policy and Management	
1.1	Is there a written company health and safety policy?	<input type="checkbox"/> <input type="checkbox"/>
1.2	Does the company have an OHS Management System?	<input type="checkbox"/> <input type="checkbox"/>
1.3	Is there a company OHS Management System manual or plan?	<input type="checkbox"/> <input type="checkbox"/>
1.4	Are health and safety responsibilities clearly identified for all levels of staff?	<input type="checkbox"/> <input type="checkbox"/>
2.	Safe Work Practices and Procedures	
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?	<input type="checkbox"/> <input type="checkbox"/>
2.2	Does the company have any permit to work systems?	<input type="checkbox"/> <input type="checkbox"/>
2.3	Is there a documented incident investigation procedure?	<input type="checkbox"/> <input type="checkbox"/>
2.4	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/ owned by the company?	<input type="checkbox"/> <input type="checkbox"/>
2.5	Are there procedures for storing and handling hazardous substances?	<input type="checkbox"/> <input type="checkbox"/>
2.6	Are there procedures for identifying, assessing and controlling risks associated with manual handling?	<input type="checkbox"/> <input type="checkbox"/>
1.	OHS Training	
3.1	Is health and safety training conducted in the company?	<input type="checkbox"/> <input type="checkbox"/>
3.2	Is a record maintained of all training and induction programs undertaken for employees in the company?	<input type="checkbox"/> <input type="checkbox"/>
2.	Health and Safety Workplace Inspection	
4.1	Are regular health and safety inspections at worksites undertaken?	<input type="checkbox"/> <input type="checkbox"/>
4.2	Are standard workplace inspection checklists used to conduct health and safety inspections?	<input type="checkbox"/> <input type="checkbox"/>
4.3	Is there a procedure by which employees can report hazards at workplaces?	<input type="checkbox"/> <input type="checkbox"/>

TENDER PROCEDURES

5. Health and Safety Consultation

- 5.1 Is there a workplace health and safety committee?
- 5.2 Are employees involved in decision making over OHS matters?
- 5.3 Are there employee elected health and safety representatives?

3. OHS Performance Monitoring

- 6.1 Is there a system for recording and analysing health and safety performance statistics?
- 6.2 Are employees regularly provided with information on company health and safety performance?
- 6.3 Has the company ever been convicted of an occupational health and safety offence?

7. Health and Safety Plan for this specific contract

- 7.1 Does your company's health and safety plan contain the following elements?
 - a) Description of contract
 - b) OHS structure for work undertaken under this contract
 - c) Induction and safety training
 - d) Safe work practices and procedures for specific work undertaken
 - e) Risk assessment for specific work undertaken
 - f) Workplace inspection schedule for duration of contract
 - g) OHS consultative processes to be followed
 - h) Emergency procedures for specific contract
 - i) Incident recording and investigation procedures
 - j) Health and safety performance monitoring arrangements to be implemented during contract

Signed:

Name:

Position:

**SCHEDULE J
CONTRACTORS' ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below.

MONTH	VALUE
1:	R
2:	R.....
3:	R.....
4:	R.....
5:	R.....
6:	R.....
7:	R.....
8:	R.....
9:	R.....
TOTAL	R.....

SIGNED ON BEHALF OF TENDERER:

Note to tenderer:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, and shall be attached to the bill of quantities for the alternative proposal.

TENDER PROCEDURES

SCHEDULE K: CONTRACTOR LABOUR CONTENT

The tenderer shall complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified minimum target value is 15% of Tendered Sum

TYPE OF LABOUR	MAN-HOURS	TOTAL WAGE COST (EXCL. VAT)
Permanent Labour		
Temporary Labour		
SMME/BEE's Labour		
TOTAL		
PERCENTAGE (%)		

Note to tenderer: Labour is defined as hourly paid personnel

SIGNED ON BEHALF OF THE TENDERER:

INVITATION TO BID YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MHLONTLO LOCAL MUNICIPALITY)

BID NUMBER: CLOSING DATE: CLOSING TIME: **12:00**
DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:.....
.....
OR
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
.....
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE NUMBER
CELLPHONE NUMBER
FACSIMILE NUMBER CODE NUMBER
E-MAIL ADDRESS
VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT(CCA).....
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....
A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

TENDER PROCEDURES

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE(VAT Inclusive)

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: **Supply Chain Management**

Contact Person: **Ms. B. Jara**

Tel: **047 553 7000**

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

TENDER PROCEDURES



TAX CLEARANCE
BELASTINGKLARING

TCC 001

Application for a Tax Clearance Certificate
Aansoek om 'n Belastingklaringsertifikaat

Purpose

Doel

Select the applicable option
Kies die toepasike opsie

Tenders Good standing
Tenders Goeie stand

If "Good standing", please state the purpose of this application
Indien "Goeie stand", verstrek asseblief die oogmerk van hierdie aansoek

Particulars of applicant

Besonderhede van aansoeker

Name/Legal name Naam/Geregistreerde naam			
	(Initials & Surname or registered name / Voorletters en Van of Geregistreerde naam)		
Trading name (if applicable) Handelsnaam (Indien van toepassing)			
ID/Passport number ID/Paspoortnommer		Company/Close Corp. reg no Maatskappy/Beslote Korp reg nr	
Income Tax ref no Inkomstebelasting verw.nr		PAYE ref no LBS verw.nr	7
VAT registration number BTW registrasienommer	4	SDL ref no SDL verw.nr	L
Customs code Doeanekode		UIF ref no UIF verw.nr	U
Telephone number Telefoonnommer		Fax no Faksnr	
Cell phone number Selfoonnommer			
E-mail address E-posadres			
Physical address Fisieke adres			
Postal address Posadres			

Particulars of representative (Public Officer/Trustee/Partner)

Besonderhede van verteenwoordiger (Openbare Amptenaar/Trustee/Vennoot)

Surname Van			
First names Voornames			
ID/Passport no ID/Paspoortnr		Income Tax ref no Inkomstebelasting verw. nr	
Telephone no Telefoonnr		Fax no Faksnr	
Cell phone no Selfoonnr			
E-mail address E-posadres			
Physical address Fisieke adres			

Particulars of tender (If applicable)

Besonderhede van tender (Indien van toepassing)

Tender number
Tendernommer

Estimated tender amount
Geraamde tenderbedrag R ,

Expected duration of the tender
Verwagte duurte van die tender Year(s)
Jaar (jare)

Audit

Oudit

Are you currently aware of any Audit investigation against you/the company?
Is u bewus van enige oudit ondersoek teen u/die maatskappy? YES NO

If "YES" provide details
Indien "JA" verskaf besonderhede.

Appointment of representative/agent (Power of Attorney)

Aanstelling van 'n verteenwoordiger/agent (Magtingsbrief)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.
Ek die ondergetekende bevestig dat ek 'n Belastingklaring benodig ten opsigte van Tenders of Goeie Stand.

I hereby authorise and instruct
Hiermee gee ek volmag en opdrag aan to apply to and receive from SARS the applicable
om namens my aansoek te doen en my

Tax Clearance Certificate on my/our behalf.
Belastingklaringsertifikaat namens my in ontvangs te neem by SARS

Signature of representative/agent
Handtekening van verteenwoordiger/agent

Date
Datum

Name of representative/ agent
Naam van verteenwoordiger/
agent

Declaration

Verklaring

I declare that the information furnished in this application as well as any supporting documents are true and correct in every respect.
Hiermee verklaar ek dat die inligting verskaf in hierdie aansoek asook enige ondersteunende dokumentasie waar en korrek is in alle opsigte.

Signature of a Taxpayer/Representative Taxpayer
Handtekening van aansoeker/Openbare Amptenaar

Date
Datum

Name of Taxpayer/Representative Taxpayer
Naam van aansoeker/Openbare Amptenaar

Notes

Notas

1. Non compliance with the provisions of any tax Act is an offence.
Nie-nakoming van die bepalings van enige Wet is 'n oortreding.
2. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
SARS sal in geen omstandighede u aansoek om 'n Belastingklaringsertifikaat oorweeg tensy die aansoek volledig voltooi is nie.
3. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.
U Belastingklaringsertifikaat sal alleenlik uitgereik word by die toon van u Suid-Afrikaanse Identiteisdokument of in die geval van 'n buitelandse, 'n paspoort.

TENDER PROCEDURES

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 10:00	Closing date.....

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

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO ** (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.

** "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

**PRICING SCHEDULE – 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 12:00	Closing date 17 July 2023

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

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO ** (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.

** "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

TENDER PROCEDURES

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, D2 = 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
- VT = 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. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

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

TENDER PROCEDURES

ANNEXURE B

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹ "State" means –
(a) 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);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member
Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

TENDER PROCEDURES

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

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

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

4. DECLARATION

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

TENDER PROCEDURES

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

Where

- Ps = Points scored for price of tender under consideration
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.

TENDER PROCEDURES

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)
Tender Price			90	80
HDI -Equity ownership			3 points	6 points
Youth-Enterprise 18-35 years (MLM)			3 points	6 points
Women-Equity ownership			2 points	4 points
Disability-Equity ownership			1 point	2 points
Rural Enterprise			1 point	2 points
SUB-TOTAL (SPECIFIC GOALS)			10	20
TOTAL			100	100

5 SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

5.1.1 If yes, indicate:

(i) what percentage of the contract w

6 DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of firm :.....

6.2 VAT registration number :.....

6.3 Company registration number :

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

TENDER PROCEDURES

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

6.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

6.7 Total number of years the company/firm has been in business?

.....

6.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audial-terampartem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

4.

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

DATE:.....

ADDRESS:.....

.....

.....

.....

TENDER PROCEDURES

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a) abused the institution's supply chain management system;
 - b) committed fraud or any other improper conduct in relation to such system; or
 - c) failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</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.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TENDER PROCEDURES

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard 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 per prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am 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; could potentially submit a bid in response to this bid invitation, based on
 - b) their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

TENDER PROCEDURES

9. The terms of the accompanying bid have not been, and will not be, disclosed by the tenderers, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

Date

.....

Position

Name of Bidder

PART C1

AGREEMENT AND CONTRACT DATA

TENDER PROCEDURES

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

PROJECT NAME: SITHANGAMENI COMMUNITY HALL

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

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

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

.....
...

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature

Date.....

Name

Capacity.....

FOR THE TENDERER

(Name and address of organization)

Name and signature of witness
.....

.....

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer’s offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer’s offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. The terms of the contract, are contained in:

- Part C1:** Agreements and Contract Data, (which includes this agreement)
- Part C2:** Pricing data
- Part C3:** Scope of work.
- Part C4:** Site information

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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.

Signature Date

Name

Capacity

FOR THE EMPLOYER

Name and signature of witness

.....

Date

TENDER PROCEDURES

Schedule of Deviations (To be filled in if there are any Deviations or Alternatives accepted)

1. Subject :

Details :

2. Subject :

Details :

3. Subject :

Details :

4. Subject :

Details :

5. Subject :

Details :

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

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

TENDER PROCEDURES

(To be signed only if there are any Deviations listed above)

Signature Date

Name

Capacity

FOR THE TENDERER

(Name and address of organization)

.....

Name and signature of witness

.....

.....

Date

.....

Signature

.....

Date

.....

Name

.....

Capacity

.....

FOR THE EMPLOYER

Name and signature of witness

.....

.....

Date

.....

C1.2 CONTRACT DATA

The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, Second Edition, print 3.1, is applicable to this contract.

Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Block 19, Thornhill Office Park
 Bekker Street, Vorna Valley,
 Midrand.

Private Bag X200,
 Halfway House. 1685

Tel: 011-805 5947
 Fax: 011-805 5971

C1.2.1 Contract Specific Data.

The contract is a re measurable contract.

The following contracts data are applicable to this contract:

REFERENCE TO:	CLAUSE.	DATA
Contractor.	1.1.1.9	To be appointed by Mhlontlo Local Municipality
Employer.	1.1.1.15	Mhlontlo Local Municipality
Year End break		20 December 2023 to 05 January 2024
Contract Cessions	5.1	Contract Cessions will be approved by the Employer on this Project
Sub-Contracting	4.4	A portion of contract value may be sublet to non HDI if contract has been obtained with HDI points
Contract Guarantee	6.2.3	Within 14 days after appointment letter has been issued.
Commencement of Works	5.3.1	Within 28 days of Appointment Date
Programme of Works	5.6.1	Within 14 days of Commencement Date

TENDER PROCEDURES

Insurances	8.6.1	Construction Insurance equal to Contract amount should be submitted within 28 days of appointment
Limit of indemnity	8.4.2	Claims unlimited
Other Insurances	8.6.1.3	Liability Insurances
Daywork percentages	6.5.1.1	15%

REFERENCE TO:	CLAUSE.	DATA
Special non-working days	5.1.1.1	All public holidays including Clause 5.8.2
Time for Completion	5.6.2.1	8 months from Commencement Date EXCLUDING YEAR END BREAK
Penalty for Delay	5.13.1	1% of the total contract value per day
Contract Price Adjustment	6.8.2	Not Applicable
Special Materials	6.9.1 6.9.2	See Attached Schedule
Materials on Site	6.9.1 6.9.2	80%
Retention Money	6.10.5	10% of the Contract amount
Retention Guarantee	6.10.3	A Retention Guarantee is compulsory for the defects liability period
Defects Liability Period	7.8.1	08 Months
Dispute Resolution	10.5.1, 10.5.3	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

TENDER PROCEDURES

.....
.....

Signature

.....

Date

.....

Position

.....

Name of bidder

C1.2.2 Data provided by the Contractor

Clause 46.3 of the GCC:

Special Materials	Unit on which variation will be determined*	Price (ex-factory) for the base month (exc. Vat)**

Notes:

TENDER PROCEDURES

* Indicate whether the material will be delivered in bulk or in containers.

** The price for special materials is only the price for the material ex-factory and does not include the cost of transport, labour or any other costs. When called upon to do so, the tenderer shall substantiate the above prices with acceptable documentary evidence for the base month and the month in which the increase is claimed.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

C1.2.3.EPWP specific Conditions of Contract.

NOTE THAT THIS PROJECT HAS NOT BEEN REGISTERED AS AN EPWP PROJECT, BUT WILL BE EXECUTED ACCORDING TO THE EPWP PRINCIPLES.

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

1. Introduction

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

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 an EPWP;
- (c) "Worker" means any person working in an elementary occupation on an 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;

TENDER PROCEDURES

- (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.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP

2.3 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

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 eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
 - (a) The worker's daily task rate, if the worker works for less than four hours;
 - (b) Double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
 - (a) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday
 - (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

TENDER PROCEDURES

- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) Absent from work for more than two consecutive days; or
 - (b) Absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 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

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) On an earlier date –
 - (i) If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) If agreed to between employer and worker; or
 - (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months' employment, unless the EPWP on which she was employed has ended.

11 Family responsibility leave

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

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

12 Statement of Conditions

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

- (a) the employer's name and address and the name of the 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.

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

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

13 Keeping Records

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

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

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

14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

TENDER PROCEDURES

- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (b) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –

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

16 Health and Safety

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

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the 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.

17 Compensation for Injuries and Diseases

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

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

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

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

18 Termination

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

18.2 A worker will not receive severance pay on termination.

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

TENDER PROCEDURES

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

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

19 Certificate of Service

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

- (a) the worker’s full name;
- (b) the name and address of the employer;
- (c) the 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.

C1.3 BLASTING INDEMNITY

Contract No. EC2023/24/04/042-SCH

Given by _____

*Company Registration No. _____

Address _____

a *Company incorporated with limited liability according to the company laws of the Republic of South Africa,

*Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor), represented herein by

_____ in his capacity as the Contractor’s

_____ duly authorized hereto by a resolution of the Contractor dated

_____ a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the **MHLONTLO LOCAL MUNICIPALITY** (hereinafter called the Company) for,

_____ and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the

Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at _____ on the _____ day of _____ 20____ in the presence of the subscribing witnesses.

AS WITNESSES

1. _____
SIGNATURE

2. _____
DESIGNATION OF SIGNATORY

*Delete which does not apply

C1.4 HEALTH AND SAFETY CONTRACT: GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.\
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the contractor.
9. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Johannesburg Water in this respect.
10. The work to be done is _____

TENDER PROCEDURES

11. The area in which the work is to be conducted is _____

12. The contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into the area.

C1.5.1 HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993.

Written agreement between Mhlontlo Local Municipality (hereinafter referred to as “the Employer) and _____ (hereinafter referred to as “the mandatory”) as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I _____ representing _____ (mandatory) do hereby acknowledge that _____ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

Good Standing Certificate : yes no (tick one box)

TENDER PROCEDURES

C1.5.2 OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING

I, the undersigned: _____

in my capacity as: _____

of the firm: _____

- 1.0 hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
 - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any Mhlontlo Local Municipality buildings, construction sites and/or premises;
 - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Mhlontlo Local Municipality; and
 - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
- 2.0 and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, Mhlontlo Local Municipality -
 - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
 - 2.2 against any claims that may be instituted against Mhlontlo Local Municipality and/or any liability that Mhlontlo Local Municipality may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Mhlontlo Local Municipality clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
 - 2.3 against similar claims that I, managers or directors of my firm may have against Mhlontlo Local Municipality and any damages for which I, managers or directors of my firm hold Mhlontlo Local Municipality liable.
- 3.0 My firm's compensation commissioner number is and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
- 4.0 I hereby confirm that I have the authority to sign this indemnity undertaking and that Mhlontlo Local Municipality is not obliged to confirm such confirmation.

Signed at _____ this _____ day

Of _____

Signature

Capacity

As witnesses:

1 _____
Name

Signature

2 _____
Name

Signature

ENVIRONMENTAL SPECIFICATIONS FOR MLM PROJECTS

1. Specification

The application for Environmental Authorization is a legal requirement in terms of the National Environmental Management Act, No. 107 of 1998, Environmental Impact Assessment Regulations which may trigger other legislative required such as the National Water Act, No. 36 of 1998.

There are different types of projects that may require Environmental Authorization prior commencement, such as development or construction that may impact on natural resources (dam constructions, river crossings, wetland impacts), protected species(fauna and flora), roads, heritage sites/graveyard or activities that may harm the environment such as releases to the atmosphere.

2. Part A- Exemption Process

If an application for Exemption from a provision of the Environmental Impact Assessment (EIA) regulations is being intended, the Environmental Assessment Practitioner (EAP) must comply, as a minimum, with Chapter 5 (regulation 50-51) of the EIA regulations (Government Notice No. R543 of 10 June 2010) and/or any other amendments thereto, as may be promulgated by Department of Environmental Affairs from time to time.

Exemption Process – (1). An application in terms of regulation 50 must be in writing and must be accompanied by- (a) an explanation of the reasons for the application, (b) any applicable supporting documents and (c) The prescribed application fee.

(2) The applicant or EAP must communicate his or her intention to apply for exemption in terms of regulation 50 by giving notice in the manner of public participation process (section 54(2) (a), (b), (c) or (d) as agreed with minister or land owner or person in control of the land and all potential or registered interested and affected parties.

3. Part B- applications subject to Basic Assessment in terms of the EIA regulations.

If a Basic Assessment is required for a proposed project, the EAP must comply as a minimum with regulations 21, 22 and 23 of the EIA Regulations (Government Notice No. R543 of 10 June 2010) and/or any other amendments there, as may be promulgated by Department of Environmental Affairs from time to time.

4. Part C: applications subject to Scoping and environmental impact assessment in terms of the EIA regulations.

If Scoping and Environmental Impact Assessment is required for a proposed project, the EAP must comply, as a minimum, with regulations 26, 27, 28, 29, 31, 32, and 33 of the EIA regulations.

5. Part D: Amendment of environmental authorisations in terms of the EIA regulations.

If an amendment to an existing environmental authorization is intended, the EAP must comply, as a minimum, under chapter 4 with regulations 38, 39 and 40 of the EIA Regulations (Government Notice

TENDER PROCEDURES

No. R543 of 10 June 2010) and/or any other amendments there, as may be promulgated by Department of Environmental Affairs from time to time.

6. Part E: Public and Stakeholder participation process in terms of the EIA regulations.

Public and stakeholder participation process in terms of the EIA regulations with respect to public participation, the EAP must, as a minimum, comply with regulations promulgated under Chapter 6 (regulations 54-57) of the EIA Regulations. Public participation must be conducted by the EAP or an Independent Public Participation Practitioner (PPP) and/or specialist appointed by the EAP. Public meetings where deemed necessary, must be conducted directly by the EAP/PPP. All stakeholders must be identified and informed.

7. Part F: General Requirements.

Independence during the EIA process

1. The EAP must comply with the General Requirements of EAPs as contained in regulation 17 of the EIA Regulations the (Government Notice No. R543 of 10 June 2010) and/or any other amendments thereto, as may be promulgated by Department of Environmental Affairs from time to time.

2. The EAP must be independent, and have no business, financial, personal or other interest (inclusive of project design and/or implementation) in the activity or application in respect of which the EAP has been appointed, other than remuneration for work performed in connection with the activity or application.

3. The objectivity of the EAP performing work under this appointment must not be compromised under any circumstances.

8. Background Information Documents

1. Background Information Documents / Information Packets must be produced for every application in terms of the EIA regulations (Basic Assessment, EIA etc.) in order to conduct the public participation process as set out in Chapter 6 of the EIA Regulations (Government Notice No. R543 of 10 June 2010) and/or any other amendments thereto, as may be promulgated by Department of Environmental Affairs from time to time.

2. Background Information Documents / Information Packets must be produced for use in the public and stakeholder participation process, prior to the preparation of the relevant reports (Basic Assessment Report, Scoping Report etc.)

3. Background Information Documents / Information Packets must, as a minimum, contain:

3. 1 Description of the project proposal and alternatives

3. 2 Details of the proponent and EAP

3. 3 The application or regulatory process involved

3. 4 An initial list of impacts (positive and negative)

3.5 Maps and/or drawings, and

3.6 Any other material or references to enable the public to understand what is being proposed.

3.7 Due date for comments from stakeholders/interested and affected parties.

9. Maps

Maps must be provided with every application/report and must meet the following minimum requirements:

An Ortho photo or aerial photo at an appropriate scale, preferably 1:5000. Indicating the footprint of the development and associated infrastructure (such as access roads, etc.) in relation to the existing (including adjacent) environment. Indicating proposed alignments of route(s), in the case of linear projects.

10. Environmental Setting

1. An adequate representation of the existing and surrounding environment and its attributes including (but not limited to) the following:
 - a) Existing vegetation
 - b) Existing and/or proposed infrastructure
 - c) Drainage lines and watercourses (surface water)
 - d) Ground water resources, aquifers etc.
 - e) Wetlands
 - f) Residential areas, sensitive nodes (schools, hospitals etc.) and major hazardous installations/areas.
 - g) Other environmentally sensitive areas impact assessment
 - h) Potential impacts associated with the proposed development and its alternatives on the receiving environment must be described and assessed, including inter alia the following:
 - Site specific impacts, as well as impacts to the surrounding environment(s)
 - Cumulative impacts on the affected environment/site
 - Direct and indirect impacts of the proposed development
 - Short, medium and long term impacts of the proposed development
2. A comparative assessment of all feasible alternatives (inclusive of the “no go” alternative) in terms of positive and negative impacts must be conducted during the impact assessment phase.
3. Potential impacts of the existing environment on the proposed development (and/or its potential beneficiaries/residents/occupants) must be described and assessed, especially in cases where the development proposal is in close proximity or adjacent to the following structures/infrastructure and/or environments:
 - 3.1 Electrical substations, transmission and distribution power lines
 - 3.2 Dams and reservoirs
 - 3.3 Pipelines transporting gas, oil and any other hazardous or toxic substance

TENDER PROCEDURES

3.4 Waste disposal site (hazardous, domestic, etc.)

3.5 Major Hazardous Installations

3.6 Mines and quarries

3.7 Coastal dune areas

3.8 Wetlands, Marshes

3.9 Water courses, rivers and floodplains

11. Submission of reports

The EAP is responsible for ensuring that the relevant application forms (from relevant competent authorities, depending on the nature of the project) are completed. The EAP is responsible for providing copies of the following completed documentation (where relevant) to the EMP:

a) Signed application forms

b) Exemption application forms

c) Basic assessment reports (BAR"s)

d) Scoping reports

e) Environmental management programs (EMP"s)

f) Environmental impact assessment reports (EIAR"s)

g) Specialist studies

h) Water Use Licence Applications (Section 21, National Water Act)

i) The EAP must deliver 7 copies of all reports/applications

j) All reports (Basic Assessment, Exemption, Scoping, and Environmental Impact Assessment, Water Use License Applications) submitted to LDEAT and Department of Water and Sanitation in terms of the EIA regulations must:

k) Have a cover page containing the project name and reference numbers as a minimum.

l) Contain the date of publication of the report for reference purposes.

m) Potential impacts of the existing environment on the proposed development (and/or its potential beneficiaries/residents/occupants) must be described and assessed, especially in cases where the development proposal is in close proximity or adjacent to the following structures/infrastructure and/or environments:

1. Electrical substations, transmission and distribution power lines

2. Dams and reservoirs

3. Pipelines transporting gas, oil and any other hazardous or toxic substance

4. Waste disposal site (hazardous, domestic, etc.)
5. Major Hazardous Installations
6. Mines and quarries
7. Coastal dune areas
8. Wetlands, Marshes
9. Water courses, rivers and floodplains.

12. Activities without Environmental Authorisation.

Any work done on behalf of MLM that does not require environmental authorization prior commencement should have the following documents submitted to MLM before work can start.

1. An Environmental Management Plan; That identified environmental activities and impacts within the project and propose mitigation measures aligned to legal requirements set monitoring conditions to avoid or minimise such.
2. A Waste Management plan; that identifies environmental activities and impacts within the project and propose mitigation measures aligned to legal requirements and set monitoring conditions to avoid and minimise such,
3. A rehabilitation Plan; that states the current environmental setting and conditions prior excavation, removal, demolishing or changes to be made as per project specification. The plan should mention any trade-offs or replacement to be implemented and the final environmental conditions and state, following the completion of the project for approval by MLM.

PART C2

PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications), the Site Information and the Drawings are to be read in conjunction with the Bill of Quantities
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
km-pass	=	kilometre-pass
kappa	=	kilopascal
kW	=	kilowatt
l	=	liter
m	=	meter
mm	=	millimeter
m ²	=	square meter
m ² -pass	=	square meter-pass
m ³	=	cubic meter
m ³ -km	=	cubic meter-kilometer
MN	=	mega newton
MN.m	=	mega newton-meter
MPa	=	mega Pascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:
Unit: The unit of measurement for each item of work as defined in the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications).
Quantity: The number of units of work for each item.
Rate: The payment per unit of work at which the Tenderer tenders to do the work..
Amount: The product of the quantity and the rate tendered for an item.
Lump sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere but of which the quantity of work is not measured in units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

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6. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SABS 1200 applicable specification. The work scheduled payment should be referred to the applicable payment items in SABS 1200, which must receive preference to the reference given in the Schedule of Quantities or if any such reference is not indicated.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

SEE ANNEXURE A: BILL OF QUANTITIES

PART C3

SCOPE OF WORK

TENDER PROCEDURES

Description of the Works

C3.1.1 Employer's Objectives and Overview of the Works

The Contract involves the SITHANGAMENI COMMUNITY HALL which consist of construction/completion of layerworks and installation of artificial soccer pitch, athletic track, driveway with paved parking, renovations to existing grandstands and buildings, renovations existing combi courts and stormwater management.

C3.1.2 Description of Site and Access

The project is located in MLM in the OR Tambo District.

GPS COORDINATES	S 31°18'5.,37" E 28°46'25"
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C3.1.3 Extent of the Works

The scope of the principal contract includes the following activities:

- Preliminary and General
- Site Clearance
- Construction of new community hall building
- Construction of perimeter fence Clear Vu
- Construction of ablution building
- Construction of the septic tank
- Construction and paving of internal driveways and parking area with 60mm interlocking paving blocks complete with kerbing and edge beams
- Installation of water and sewer connections

C3.1.3.1 Services

The services affected are neighbouring Households.

C3.1.4 Other Simultaneous Contracts

None.

C3.1.5 Site Security

The Contractor shall take every precaution to ensure safety on site and to protect the Works and temporary works from theft and vandalism. The Contractor will be responsible for the safety and security of his personnel, materials on site and the Works in general at all times.

The Contractor shall therefore acquaint himself with the current situation in the area (liaising with the local Police and Community Forums if necessary) and shall provide all security measures, including the employment of security services, as he deems necessary to comply with the requirements of this clause.

C3.2 Engineering

DRAWINGS ISSUED WITH THIS DOCUMENT

The following drawings are issued with this Document and shall be used for tendering purposes only:

LIST OF CONTRACT DRAWINGS BOUND INTO VOLUME 3: CONTRACT DOCUMENTS

Drawing No	Drawing Title
2211-101	Elevations, Section A-A
2211-102	Elevations
2211-001	Ground Floor Plan
2211-002	Roof Plan

TENDER PROCEDURES

3.3 Procurement

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C3.3.1 Employment of a Community Liaison Officer (CLO)

A suitable CLO will be sourced from a Project Steering Committee.

C3.3.2 Labour Intensive Construction (LIC) Work

C3.3.2.1 General

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

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

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

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

(*) Although the Contract will be one which requires predominately mechanised constructional plant and equipment, there are certain operations which lend themselves to labour intensive construction methods and such operations are identified in Clause C3.3.2.4 below.

C3.3.2.2 The Community

The Community in terms of Sub clauses 1. (1)(cc) and 23. (4) of the Special Conditions of Contract shall for the purpose of this Contract be held to include all the residents of Ward 15 and surrounding Administrative area residing within a ten kilometre radius of the site.

C3.3.2.3 Recruitment of Local Labour

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

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

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C3.3.2.4 LIC Activities

Contractors are encouraged to carry out the following activities with local labour using LIC methods after suitable training:

- (i) Excavation of shallow trenches up to 1,2 m depth for storm water pipes.
- (ii) Backfilling and compaction of all the above mentioned trenches.
- (iii) Batching, mixing and transport on site of all concrete required to be incorporated into permanent works.
- (iv) Construction of storm water infrastructure.

In addition to the above the Contractor may wish to consider the use of trained local labour and LIC methods for the following activities as well:

- (i) Manufacture on site of precast concrete elements such as inlet cover slabs.
- (ii) Other activities that by their nature are usually done by labour intensive construction methods.

The Contractor is encouraged to add activities to the above list but he shall ensure that the specified standards of construction will be achieved.

Although it is the intention that the above activities be carried out by labour intensive construction methods the Contractor may propose to the Engineer alternative ways in which the work is to be executed. The Engineer's approval of these alternative methods will not be unreasonably withheld from the Contractor.

C3.3.3 Employment of Local Labour

C3.3.3.1 Amount of Labour Offered

The Contractor shall submit detailed daily labour records to the Engineer indicating respectively the numbers of permanent and temporary local employees employed on the Works and the activities on which they were engaged.

C3.3.3.2 Payment and Productivity

In order that the project is economically viable and the employment of labour is not merely a "hand-out" to the local community, it is important that payment of the labour force is linked to productivity. Increased productivity can be achieved by utilising the "Task Work" principle (see Clause C3.3.5), in terms of which the Contractor will be required to reward the labour force on the basis of Tasks completed, subject to the minimum rate of payment per day in terms of Clause C3.3.4

Payment to the local labour force shall be made on a fortnightly basis in respect of Tasks completed during the period.

C3.3.4 Conditions of Temporary Employment

The Conditions of Temporary Employment stated below and the Task Work principles given in Clause C3.3.5 have been based on the Framework Agreement between the Congress of South African Trade Unions (COSATU) and the National Committee for Labour Intensive Construction (NCLIC).

The tendered rates and prices will be held to have been based on the following conditions:

SCHEDULED CONDITIONS FOR TEMPORARY EMPLOYMENT	
Rate of payment for Task Work related activities	Minimum Daily Wage: Skilled = R150 p/d Un-skilled = 120 p/d
Minimum rate of payment for labour (participating in activities where no production rate is specified)	Minimum Daily Wage: Skilled = R150 p/d Un-skilled = 120 p/d
Normal working hours per day	9,25 hours
Transport to site	Nil
Payment for all special non-working days (except Sundays and non-working Saturdays) – Relevant clause of General Conditions of Contract 2010: • Where the worker does not work • Where the worker does work	Minimum Daily Wage: Skilled = R150 p/d Un-skilled = 120 p/d 2 x Task-rate or 2 x statutory minimum daily wage where no productivity is specified
Payment during accredited training	50% of min daily wage
Notice of termination of temporary employment	7 days
Severance pay	Nil
Workmen's Compensation Act (WCA) benefits	Applicable
Unemployment Insurance Fund	Applicable

Any changes to the above scheduled employment conditions after the closing of the Tender which affects the Cost of the Works will be dealt with in accordance with Clause 46.4 of the General Conditions of the Contract. **The said employment conditions are not negotiable between the Contractor and any party whatsoever and shall only be amended on written order by the Engineer.**

The rate of payment to local labour will be based on the accepted contractual productivity levels. The Engineers Representative will monitor productivity to ensure that this principle is carried out. For labour intensive construction (LIC) activities where no production rate is applicable, the minimum rate of payment per working day specified above shall apply.

The following conditions of work shall complement the conditions of employment described above:

- (i) Protective clothing shall be supplied to an employee in accordance with the requirement of the Occupational Health and Safety Act.
- (ii) Persons under the age of sixteen years shall not be permitted to work on labour intensive projects.
- (iii) The Contractor shall give to an employee, at the earliest possible opportunity, an induction to and training in terms of the Occupational Health and Safety Act.
- (iv) The Contractor shall give to an employee, at the earliest possible opportunity, notice of the termination of the project and/or the requirements of that employee's participation in the project; provided that such notice shall not be less than 7 days. Payment may be made in lieu of such notice.

TENDER PROCEDURES

- (v) The employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of the employer and the employee, the type of work done by the employee, the date of commencement, a record of training received and the date of termination of the contract and the rate of payment on the date of termination.
- (vi) An employee shall not be required or permitted to work for more than five hours continuously without a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work.
- (vii) All labour employed on the Site shall be covered by the Workmen's Compensation Act: refer Clause 38. (7) of the Special Conditions of Contract.

C3.3.5 Task Work Related Activities

A Task shall be determined on the basis of what an average person from the local community could complete in a day. A Task shall be defined on the said basis with regard to the prevailing physical conditions e.g. soil density and other regulatory conditions as specified in Clause C3.3.4.

A task is a quantified activity or operation to be performed by a person/labourer in one ordinary working day. The quantification of tasks shall be based on individual employees or a group of employees.

The activities and production rate ranges given in the schedule below have (where indicated) previously been agreed to and sanctioned by the South African Federation of Civil Engineering Contractors (SAFCEC): Western Cape Branch to be realistic and must be used as a guideline by the Tenderer/Contractor in the preparation of his tender in as far as LIC construction methods are concerned.

SCHEDULE OF DAILY TASK PRODUCTION RATE PARAMETERS				
ACTIVITY		PRODUCTION RATE (quantity per task per day)		
No	Description	Unit	From:	To:
1.	Excavation:			
1.1	- Soft (sandy) material: 0 to 1,0 m deep	m ³	2	5,5
1.2	- Ditto: 0 to 1,5 m deep	m ³	1,1	4
1.3	- Clayey material: 0 to 1,0 m deep	m ³	1	3
1.4	- Ditto: 0 to 1,5 m deep	m ³	0.7	2,8
2	Backfilling in:			
2.1	- Soft (sandy) material: 0 to 1,5 m deep	m ³	2	5
3.	Trim and compact roadbed	m ²	38	75
4.	Place and compact sidewalk material (calcrete or ferricrete): 100 mm thick	m ²	25	50
5.	Place and compact basecourse or subbase (excluding mixing): 150 mm thick	m ²	15	30
6.	Manufacture (pre-casting):			
6.1	- Kerbs (0,3 to 1,0 m length)	No	15	25
6.2	- Bricks	No	80	200
6.3	- Blocks	No	60	150
7.	Brickwork to manholes and similar (220 mm thick)	m ³	1,5	3,7
8.	Laying blockwork to toilets	m ³	2,0	5,0
9.	Mixing concrete	m ³	0,7	3
10.	Place and spread sand asphalt	t	2,5	5,2

TENDER PROCEDURES

FOLLOWING HAVE NOT YET BEEN SANCTIONED BY SAFCEC				
11.	Backfilling in:			
11.1	- Soft (sandy) material: 1,5 to 2,5 m deep	m ³	1,8	4,5
11.2	- Clayey material: 0 to 1,5 m deep	m ³	1,2	3,5
12	Wheelbarrow haul	m ³ .m	270	700

C3.4 Construction

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C3.4 Construction

C3.4.1 Applicable Standardised Specifications

The latest COTO Standard Specifications for Road and Bridge Works for State Road Authorities.

For the purpose of this Contract the COTO Standard Specifications for Road and Bridge Works for State Road Authorities shall form part of the Contract Document (although not issued or bound in with the Tender Document):

The project specifications form an integral part of the contract documents and supplement the standard specifications.

In the event of any discrepancy with a part or parts of the standard specifications, the schedule of quantities or the drawings, the projects specifications shall take precedence.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

C3.4.2 Drawings

The Contractor will be supplied with three copies of each of the drawings. These prints will be issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor, which is necessary for the Resident Engineer for completing his as-built drawings, shall be supplied to the Resident Engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply any figured dimensions, which may have been omitted from the drawings.

The Contractor shall also check levels and all clearances given on the drawings and shall inform the engineer of any discrepancies before he commences any work.

C3.4.3 Applicable Particular Specification

The following Particular Specification is bound into the document (or information is given as to where they are available) and shall apply:

a) Health and Safety Requirements

A pre-construction health & safety specification has been compiled as required by the Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003).

The specification is incorporated in this document in Section 3.6: Annexes.

C3.4.4 Site Facilities Available

a) Location of Camp Site

The location of the Contractor's camp including the material storage areas will be on the site of the Works and will be subject to the Engineer's approval.

b) Power Supply and other services

The Contractor shall make all his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of which shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

c) Housing for Contractor's employees

Other than the security personnel employed in terms of the Contract no housing on site shall be allowed. The Contractor is in all respects responsible for the housing and transportation of his employees, and for the arrangement thereof and no extension of time due to any delays resulting from this will be granted.

d) Ablution Facilities

The Contractor shall make his own arrangements for site ablution facilities at a rate of one toilet per ten workmen and shall furthermore be responsible for all costs involved with the removal of night soil.

C3.4.5 Site Facilities Required (Engineer)

a) Facilities for the Engineer

No housing is required for the Engineer. Facilities required for use by the Engineer's site staff are itemised in the Bill of Quantities in terms of Colto.

b) Telephone

Telephone to be provided for use by Engineer's personnel.

c) Site instruction book

A triplicate book shall be supplied by the Contractor to be used for site instructions and shall be available on site at all times.

C3.4.6 Contractor Site Facilities

a) Camp Site

The contractor shall make all arrangements of whatsoever nature, for the establishment of his construction camps, offices, stores and workshops on the site. He shall conclude all negotiations with landowners or local authorities with regard to acquisition of land for such camps etc. for the duration of the contract period and hereby indemnifies the Employer from any action that might arise as a result of his negotiations.

b) Sanitary Arrangements

The Contractor shall exercise strict control over sanitary arrangements to avoid nuisance and complaints from the public. The Contractor shall make his own arrangements with the responsible local authority regarding the disposal of refuse, and must allow for all costs in connection therewith including arrangements for sewage connection in his tendered rates.

c) Water Supply

The Contractor shall make all his own arrangements for the supply of potable water.

The Contractor shall at his own expense provide, lay, install, connect up and maintain in good condition from the point of supply, all piping, fittings, cables conductors and other equipment used by him in connection with the contract works. All such installations shall comply with the relevant regulations and shall be maintained to the approval of the Local Authority and the Resident Engineer.

d) Removal of Contractor's Temporary Services

The Contractor shall be responsible for recording on a plan of the works, the position of any pipes, cables, etc., he may lay for the purpose of this contract and shall be responsible for the removal thereof when the works are complete.

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C3.4.7 Existing Services

The positions of the known existing services are shown on the drawings. The Contractor shall note that although the drawings have been prepared using available information they show only the approximate positions of existing services.

The information is supplied in good faith but shall be used as a guide only and does not relieve the Contractor of his responsibility to exercise due caution when working in areas where existing services can reasonably be expected, nor his obligation to liaise with the authorities in this regard and the obtaining of the necessary work permits and wayleaves (as applicable).

The Contractor shall be responsible to locate and safeguard any existing service he may encounter during construction. The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required following damages due to the Contractor's negligence.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alternations to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

C3.4.8 Minimal disturbance to environment

The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the Contract. Roads used for transporting material shall be kept clean and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rates tendered for the relevant items.

Stacking of cut-down trees and vegetation on-site is not allowed as this is a possible fire-hazard. Under no circumstances will the burning of rubble, trees or bush be allowed on site.

C3.4.9 Site maintenance

During the progress of the work as well as upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction.

C3.4.10 Spoil Material

No indiscriminate spoiling of material on site or elsewhere will be allowed. All surplus or unsuitable material shall be spoiled at a site to be provided by the Contractor and approved by the Engineer. Such site shall meet with the approval of the local authority within whose area it falls and the spoiling shall comply with all the statutory and municipal regulations.

C3.4.11 Testing and quality control

The Contractor shall engage the services of an approved and independent testing laboratory for the testing of materials and the quality testing of layerworks to ensure that his work conforms to the specifications.

No separate payment will be made for contracting the services of an approved laboratory and the costs for complying with this requirement will be deemed to be included in the Contractor's

tendered rates for the various items of work requiring testing in accordance with the specifications.

The results of all tests performed during the course of the Contract will be made available to the Engineer as soon as these become available.

C3.4.12 Samples

The Contractor shall at his own cost supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

C3.4.13 Proprietary Materials

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" or "similar approved" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.

C3.4.14 Manufacturer's Instructions

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

C3.4.15 Setting Out of Work

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the datum to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels.

The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument,

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equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

C3.4.16 Notices, Signs, Barricades and Advertisements

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the Works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

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

The standard name board is specified, the cost of which shall be included in the rates tendered under Section 1300 of the Bill of Quantities.

C3.4.17 Construction in Limited Areas

It may be necessary for the Contractor to work within confined areas. Except at structures, no additional payment will be made as described for "restricted areas" in section 6100 of the standard specifications. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

C3.4.18 Length of Trenches

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Engineer, not more than 50 m of trench in any one place shall be opened in advance of pipe laying operations.

No trench may be left open outside of working hours unless suitably protected and safeguarded and so approved by the Engineer.

C3.4.19 Transport of Material

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

C3.4.20 Additional Requirements for Construction Activities

(a) Traffic accommodation

The travelling public shall have the right of way on public roads, and the Contractor shall apply suitable approved methods for so controlling the movement of his equipment and vehicles that they will not constitute a hazard on the road.

Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the Engineer to withhold any payment due to the Contractor until the road signs, etc. have been repaired or maintained to his satisfaction.

Accommodation of public traffic on the works or any delays caused thereby will not be regarded as a special circumstance for the extension of time.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

The Contractor may not commence constructional activities before the engineer has been consulted and, if required adequate provision has been made for accommodating traffic in accordance with the requirements of this document and the CSRA-CUTA Road Signs Note No. 13.

(b) Traffic Control at Roadworks

Road construction and maintenance operations on roadways which are open to traffic are often temporary and therefore more dangerous than a permanent hazard as they are not even expected by the driver who is familiar with the route. The fundamental principles are emphasised so that the responsible person may be able to adapt these to his particular situation.

(c) Methods of Control

Where a portion of the width of the roadway is closed and traffic is to proceed or pass through a work area, two methods of traffic control are available: -

- i) Flagmen, and
- ii) STOP/GO signs

The choice of the particular method to be employed will depend on the speed, the volume of traffic, the length and the visibility of the portion of roadway through which traffic is required to proceed. Set out below is a guide given details of each method.

i) FLAGMEN

The use of flagmen is an easy and flexible method of controlling traffic. The method should be used where traffic volumes are less than about 200 vehicles per hour and the flagmen at the beginning and end of the work area are clearly visible to each other. The length of the work section should be no more than about 100 m and the method can be used for two-way or one-way passing of traffic.

Where the obstruction is only intermittent this method may be used in conjunction with appropriate signs for higher traffic volumes than stated above.

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The standard size of flags should be 450 mm square. Flags should be made of durable bright red cloth fastened to a staff about 1 m long. The free edge of the flag should be weighted to ensure a vertical position during windy weather. A diagonal stiffener may also be used for the same purpose.

The efficiency of flagging traffic control is often dependent on the intelligence of the flagmen. The careful selection and training of flagmen before making them responsible for the flow of traffic is essential. Flagmen should have good eyesight and hearing, be mentally alert, courteous and pleasant-natured.

Distinctive clothing should be given to flagmen on duty so that the public will recognise them and respect indications given by them. A bright-coloured helmet, preferably red, together with a yellow safety jacket should be issued to them.

Flagmen stations should be located far enough from the roadworks so that drivers will have sufficient distance to slow down their vehicles before entering the project but not so far away that the drivers tend to increase the speed of their vehicles before passing the roadworks. Normally the flagmen should stand either on the shoulder adjacent to the lane of traffic he is controlling or in the barricaded lane. Under no circumstances should he stand in the traffic lane. In rural areas he should be clearly visible to the traffic he is controlling from a distance of at least 150 m. For this reason, he should stand alone never permitting a group of workmen to congregate around him.

ii) STOP AND GO PORTABLE SIGNS

Where traffic volumes exceed 200 vehicles per hour and one-way traffic is essential for safe passing over the work section, portable STOP and GO signs R1.5A and R1.5B should be used. The signs should only be controlled by a responsible person who should at least have the qualities referred to for flagmen. The sign should be positioned so that it is readily visible to the approaching driver. The men controlling the signs should be visible to each other for the purpose of co-ordinating vehicle group flow.

C3.4.21 Variations and Additions to COTO

The following pages contain the variations and additions to the COTO Standardized Specifications that will be valid for this Contract.

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

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

1. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202: SERVICES

Substitute "The contractor will be introduced to known services" in the fourth paragraph with "The contractor shall be liable for all costs and subsequent costs arising from the damage cause by him to known services."

Add the following:

"The contractor shall give the engineer at least one week's notice before the exposing of any service may be commenced with. Notwithstanding the above, the contractor may not commence with the exposing of any service before the approval of the engineer has been given to him".

B1204: PROGRAMME OF WORK

Insert the following at the end of the first paragraph:

Once approved by the Engineer in writing, this programme shall be known as the Contract Programme. The Contractor shall take such steps as are necessary at all times to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the Tender and/or as extended by the Engineer in writing."

The programme shall be updated monthly in accordance with the progress made by the Contractor. The critical path must be clearly indicated.

It is in the Contractor's interest to give as much information as possible about times allowed for construction as well as resource or other limitations on programme times, since his programme will form the basis for any contractual negotiations concerning extensions of time once the contract has commenced.

Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

Add the following to the end of this sub clause:

"Should the Engineer require a revision to the Contract Programme for whatever reason, two paper prints of the

Contract Programme, or revision thereof, shall accompany each approval request.

The Contractor shall not be entitled to any payment of cost incurred with respect to revisions or amendments of his Contract Programme."

Add the following additional sub-clause:

c) Reporting

The Contractor shall submit to the Engineer at least three days before each Monthly Site Meeting, a Monthly Progress Report which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the Monthly Site Meeting. This shall be in the form of a detailed narrative supplementing the Contract Programme.
- (ii) Highlight activities running late, indicating what steps have been or will be taken (e.g.) reprogramming, additional plant and/or labour resources, etc.) to ensure that the specified date of completion is not overrun.

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- (iii) Status report for all plant employed on site.
- (iv) Status report of all labour resources employed on site.
- (v) Status report of all material on site.

B1205: WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

“The cost of quality control tests done by the engineer during the course of the contract will be for the employer’s account. The engineer however reserves the right to let the contractor pay for failed tests.”

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

Substitute the first sentence of the second paragraph with the following:

“The contractor shall, within a period of fourteen (14) days or such longer period as may be permitted by the engineer, after receive of the full particulars, check all beacons, reference marks, etc. and any discrepancy shall immediately be reported in writing to the engineer.”

B1207: NOTICES, SIGNS AND ADVERTISEMENTS

Add the following to the second paragraph:

The Contractor must allow for the provision of 1 (one) of the standard Project Board as shown on the drawings.

These boards shall be erected at a position on site indicated by the Engineer.

B1209: PAYMENT

(g) Trade Names

Add the following additional sub clause (g):

"Where materials are specified under trade names, tenders must be based on those specified materials.

Alternative materials may be submitted as alternative tenders and the Engineer may, after receipt of tenders, approve the use of equivalent materials".

B1210: CERTIFICATE OF COMPLETION OF THE WORKS

The Works shall be completed within a period of 6 (Six) months including the Contractor's holidays in December/January as well as any special non-working hours/days specified, after receipt in writing of the order issued in terms of relevant clause of the General Conditions of Contract.

The maintenance period of twelve (12) months required for this contract will be calculated from the date of completion of all the works to the satisfaction of the Engineer in terms of relevant clause of the General Conditions of Contract 2010 Second Edition.

B1214: CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to sub clause (d):

"The Contractor shall hand these written statements, obtained from all landowners and authorities concerned, to the Engineer who will require all these written statements before the Final Certificate will be issued. This will normally include clearance and reinstating of borrow pits and quarries, diversions, haul roads, fencing, etc.

Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Engineer."

B1224: THE HANDING-OVER OF THE ROAD RESERVE

The road reserve for over these sections to be reconstructed will be handed over to the Contractor by the local authority at the commencement of the contract. The Contractor shall then be responsible for maintaining the full length of the roads under this contract from the date of handover until the end of the maintenance period.

B1225: HAUL ROADS

Add the following:

"Where public roads are used for haulage of the material, the contractor shall be responsible for all maintenance on the roads and also for reinstating the roads at the end of his usage to a condition at least comparable with that before work commenced. The contractor shall establish and agree in writing the requirements of the relevant local authorities for both maintenance and reinstatement of the roads. He shall not use such roads until the engineer is satisfied that these agreements are in place.

Particular care shall be taken where haul-roads traverse private farmland and pass close to farm dwellings. Haul roads in general, but particularly in the areas mentioned above, shall be kept continuously damp in order to limit the generation of dust.

The construction (where required), upgrading, maintenance, watering and rehabilitation of haul roads will not be measured separately and will be deemed to be included in the various rates tendered for obtaining material from the borrow pits and/or from commercial sources. At the end of the contract, all existing private roads shall be left in at least the same state as they were at the beginning of the contract."

B1226: MEASUREMENT OF DEPTH OF TRENCHES AND FOUNDATION EXCAVATIONS

Substitute the last two sentences with the following:

"Where trenches are excavated in accordance with the fill method in the completed or partly completed road prism, the depth of excavation shall be measured and paid for in accordance with the minimum cover as specified on the drawings or as instructed by the Engineer, whichever may be applicable."

B1230: ENVIRONMENTAL IMPACT CONTROL

Add the following additional clause after clause 1229.

"B1230: Environmental Impact Control

In addition to aspects of design which are intended to avoid or reduce environmental impact, and also in addition to normal good construction practices expected of the Contractor, the following shall be observed and unless otherwise specified, no separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for item 13.01 (a), (b) and (c) but any avoidable non-compliance with these requirements which could have been avoided in the opinion of the Engineer may be considered sufficient grounds for withholding payment in part of all the amounts to be paid for the above item 13.01".

(a) Restriction of working areas

TENDER PROCEDURES

Working areas are defined as those areas reasonably required by the Contractor to construct the contract as agreed with the Engineer. These shall generally be restricted to within the road reserve but where this is not possible they shall be kept to a minimum in order to minimise damage to areas outside the road reserve. Where designated working areas require rehabilitation this shall be paid for.

Before commencing any other work, the Contractor shall, in order to prevent unauthorised movement of persons or vehicles outside designated working areas and access road servitudes, erect and maintain temporary fences along the boundaries of the working areas, access roads, spoil and stockpile areas etc. as agreed with the Engineer and landowners.

Movement of vehicles and personnel outside the designated working areas will not be permitted without the written authorisation of the Engineer.

Discipline on site and in the camp shall be to such a degree as to indemnify the Employer from all complaints.

(b) Protection of fauna and flora

No trees or shrubs shall be removed from the road reserve unless so instructed by the Engineer in the interest of the road and road safety.

No vegetation inside the road reserve, natural or planted, shall be disturbed unless directly required to execute the work.

(c) Dust Control

The Contractor shall take appropriate measures to minimise the generation of dust as a result of the works, operations and activities to the satisfaction of the Engineer. Such measures shall include regular and effective treatment of gravel haul and access roads and working areas. No additional payment will be made for such measures and the Contractor shall allow for them in his tendered rates.

(d) Refuse

The Contractor shall be responsible for the establishment of a refuse control system that is acceptable to the Engineer.

The Contractor shall ensure that all construction debris (e.g. cement bags, timber, wire, nails, etc.) waste and surplus food, food packaging, litter and organic waste are not deposited by his employees anywhere on, or off, the site except in refuse bins for removal on a regular basis by the Contractor. Refuse bins shall be litter-proof of a design approved by the Engineer, e.g. 210 litre oil drum with suitable lid all painted bright yellow.

Refuse collected must be disposed of only at a site(s) approved by the Engineer and Local Authority. The Contractor shall provide labourers to clean up the Contractor's camp and working area at least once a week.

(e) Toilets

The Contractor shall provide suitable sanitary arrangements at his camps, offices, workshops and construction sites for his staff. A minimum of one toilet shall be provided per 15 persons at each working area. If outside toilets are provided, they shall be of a neat construction and shall be provided with doors and locks and shall be secured to prevent them blowing over. Sanitary arrangements shall be to the satisfaction of the Engineer and the local authorities.

The Contractor shall be responsible for providing all sanitary services for himself, the Engineer's supervisory staff and subcontractors. The Contractor shall keep the toilets in a clean, neat and hygienic condition.

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

B1303: PAYMENT

ItemUnit

B13.01: The contractor's general obligationslump sum or month

a) Add the following paragraphs after the paragraph numbered (iii):

(iv) "Provision of a suitable vehicle for inspection of the works during site meetings

to be held approximately once a month. The vehicle shall be in a neat, clean and serviceable condition".

b) In paragraph (2) substitute

"excluding contingencies and price adjustments in terms of clause 49 of the general conditions of contract" with "excluding any payment made under payment item B13.01, contingencies and price adjustments in terms of relevant clause of the general conditions of contract."

B13.02: Employment of Community Liaison Officer (CLO).....Prov Sum

The unit of measurement for the employment of CLO shall be the months worked on the project by CLO at a rate agreed by both the Client and the Contractor.

The tendered rate shall include full compensation of the Contractor's finance charges and profits.

B13.03: Compilation of Health and Safety Plan.....Sum

The unit of measurement for the compilation of Health and Safety plan in accordance with applicable legislations shall be sum of cost incurred by the Contractor in preparation of such document and maintenance of it thereafter.

The tendered rate shall include full compensation for all work necessary for the preparation of such document and maintenance thereafter. This document and appointments in accordance with applicable legislation should be approved by the Engineer before any payment under this Item can be effected.

B13.04: Additional Survey Required by the Engineer.....km

The unit of measurement shall be the kilometres of road surveyed.

The tendered rate shall include all the expenses incurred for supply of site survey plans showing all ma-made features and/or land marks along the newly constructed road.

B13.05: Additional blading required by the Engineerkm

The unit of measurement shall be the kilometres of road bladed.

TENDER PROCEDURES

The tendered rate shall include full compensation for reshaping of the road surface, side drains and mitre drains after six (6) months of the completion date of the road construction and/or end of defects and liability period.

B13.06: Name boardNumber (No.)

The tendered rate shall include full compensation for all work necessary for the supply, installation and maintenance of the standard name board of the South African Association of Consulting Engineers.

B13.07: Additional Services by the Engineer.....Prov Sum

The contractor to allow for a mark-up for his/her costs and profits on the provisional sum provided for engineer's disbursements that include specialist's investigations that will either be procured through the main contract or by the Engineers.

3. SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEERS AND SITE PERSONNEL

B1402: OFFICES AND LABORATORIES

a) General

Delete "and where required" in the sixth line of the seventh paragraph.

b) Offices

Substitute the first sentence of the first paragraph with the following:

"The type of office shall be as follows:

a) Resident Engineer's office: The office shall serve as both the engineer's office and the conference room and shall have a minimum floor area of 30 m2.

g) Ablution units

Substitute "with the details shown on the drawings" in the first paragraph with "with the requirements of the authorities concerned".

4. SECTION 1500: ACCOMMODATION OF TRAFFIC

B1503: TEMPORARY TRAFFIC - CONTROL FACILITIES

Add the following after the first sentence of the third paragraph:

"Traffic cones and delineators shall be placed at maximum intervals of 10 m on tapers and 20 m straights unless otherwise authorised by the Engineer."

(a) Traffic-control devices

Add the following:

"Flagmen shall be provided at all entrance and exist points to the working areas adjacent to areas where work is in progress under or next to traffic".

(b) Road signs and barricades

Add the following:

"Temporary warning and regulatory signs, delineators and barricades shall be of the new black, yellow and red type, in accordance with the figures and plans included in Roads Signs Note 13 - Roadworks.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and written approval from the Engineer is obtained.

(c) Channelization devices and barricades

Add the following:

Channelization shall be indicated by the use of delineators, cones, or steel drums as detailed in Road Signs Note 13 - Roadworks".

Add the following additional sub clauses:

"(g) Cleaning of traffic cones and road signs

Cones shall be manufactured and positioned in accordance with the details specified on the drawings.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the contractor, or new traffic cones and road signs shall be provided at the cost of the contractor, as directed and to the satisfaction of the engineer.

B1517: MEASUREMENT AND PAYMENT

B15.03 Temporary traffic-control facilities

Substitute "R-series" with "TR-series" in 15.03(e).

Substitute "W-series" with "TW-series" in 15.03(f).

Substitute "Danger plates and delineators" with "Danger plates and delineators (indicate size) including sandbags" in 15.03(h).

The unit of measurement shall be number of each sign provided and completely erected".

TENDER PROCEDURES

Substitute "which have become unserviceable" in the last paragraph with "which have become unserviceable or have been removed by other parties."

5. SECTION 1600: OVERHAUL

B1602: DEFINITIONS

- (a) Overhaul material

Add the following:

"Material from commercial sources or from sources of which the locating there-of is the Contractor's responsibility shall not be classified as overhaul material."

- (b) Overhaul

Add the following:

"An unlimited overhaul shall be applicable to all material from commercial sources or to material from sources of which the locating there-of is the Contractor's responsibility".

6. SECTION 1700: CLEARING AND GRUBBING

B1703: EXECUTION OF THE WORK

- (d) Preclearing of vegetation

Add the following:

"The contractor shall program his work in such a manner that preclearing will not be necessary".

B1704: MEASUREMENT AND PAYMENT

Item Unit

B17.03: Preclearing of surfaces (on the written instruction of the Engineer only hectare (ha)

Substitute the clause with the following:

"No payment will be made for the preclearing of surfaces and the cost of such preclearing shall be at the contractor's expense".

7. SECTION 2200: PREFABRICATED CULVERTS

B2204: CONSTRUCTION METHODS

Add the following:

"Prefabricated culverts shall be installed by the "trench method" unless otherwise instructed by the Engineer".

B2205: EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

a) Depth of excavation

Add the following to the second paragraph:

"The positions and levels of the culverts as shown on the drawings may be changed by the Engineer to suit conditions on site and the Contractor shall not start with any excavation before approval has been obtained from the Engineer.

b) Width of excavation

Substitute the first paragraph with the following:

"The widths of excavations for pipe culverts shall be equal to the external diameter of the pipe barrel plus twice the side allowance determined from the following table:

External diameter of pipes (mm)		Side allowance on each side (mm)
Over	Up to and including	
0	700	300
700	1000	400

The side allowance for box culverts shall be 500 mm on each side, irrespective of the size of the box culvert.

Where two or more culverts (pipe or box) are to be placed in one trench, the excavation width shall be the sum of the external diameters of the pipes, or widths in the case of box culverts plus the side allowance for each outer culvert plus, between each pair of adjacent culverts, the dimension as shown on the drawings.

Add the following:

"A maximum width of 150 mm, over and above the specified width of excavation, shall be measured and paid for in the case of excavations made in hard or boulder material where a certain amount of over break is inevitable."

B2218: MEASUREMENT AND PAYMENT

Item Unit

B22.01: Excavation cubic metre (m3)

Substitute "the disposal of excavated material unsuitable for backfilling" in the fifth paragraph with "the disposal of surplus material and/or material unsuitable for backfilling".

TENDER PROCEDURES

B22.07: Cast in-situ concrete and formwork

Add the following:

"Apron slabs and cut-off walls shall be measured and paid for under 22.07(c)".

Item Unit

B22.29: Construct in/outlet structure headwall and wing walls to dimensions on standard detail with approved cement-mortared stone complete No

The rate shall be per number of in/outlet structures and will distinguish between structures built on one pipe or two pipes. The construction of stone headwalls and wing walls will be restricted to 600 mm dia pipes only. Apron slabs and cut-off walls will be measured under items B22.07 and B22.10.

Suitable stone (hard field or quarry stone not susceptible to disintegration or weathering on exposure to atmosphere or water) will be used after the Engineer has approved the said stone.

Rounded boulders may not be used. Stone must be clean and wetted before set in a 6:1 sand: cement mortar.

8. SECTION 3100: BORROW MATERIALS

B3104 (g): HAUL ROADS

Add the following:

No payment shall be made for the provision and maintenance of haul roads and all such costs shall be deemed to be covered by the rates tendered, except for the provision of fences if requested, which work shall be carried out, measured and paid for in accordance with the provisions of section 5500.

B3108: MEASUREMENT AND PAYMENT

Item Unit

B31.01: Excess overburden cubic metre (m3)

Add the following

"Payment will be made in two instalments, viz. 50% of the tendered rate after stockpiling the excess overburden and the remaining 50% after the material has been replaced and levelled off to the engineer's satisfaction.

9. SECTION 3300: MASS EARTHWORKS

B3303 (a): CLASSES OF EXCAVATION

Add the following:

"The excavation of material from cut or borrow for fill (including excavations in existing roads where specified or agreed) shall be classified as either soft excavation or hard excavation.

All intermediate excavation shall be classified as soft excavation and the rate for soft excavation shall include the cost for intermediate excavation."

B3305 (a): REMOVING UNSUITABLE MATERIAL

Substitute "or should the thickness of the layer to be removed be less than 200 mm" in the third paragraph with "or should the thickness of the layer to be removed after completion of the excavations in accordance with the original instructions be less than 200 mm".

B3305(c): PREPARING AND COMPACTING THE ROADBED

Add the following:

"The compaction requirements for roadbed shall, unless otherwise required by the engineer, be in accordance with the compaction requirements for fill as specified in sub clauses 3302(b)(iii)".

B3312: MEASUREMENT AND PAYMENT

Item Unit

B33.03Extra over item 33.1 for excavating and breaking down material in cubic metre (m3)

Replace "items (a), (b) and (c)" in the first sentence of the second paragraph with "item (c)".

Add the following sentence:

"The measurement for items (a) and (b) shall be the cubic metre of compacted layer, and the quantity shall be calculated from the authorised dimensions of the completed layer."

10. SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

SECTION 3402: MATERIALS

The following specification for gravel wearing course material shall apply:

Table B3402/4: Gravel Wearing Course Material

Maximum size:	37.5 mm
Oversize index (10)a:	#5 per cent
Shrinkage product (Sp)b	100-240
Grading coefficient (Gc)c	16 – 34
CBR	15 min at 95 percent Mod AASHTO compaction and OMCD

TENDER PROCEDURES

- a lo = Oversize index (per cent retained on 37.5 mm sieve)
- b Sp = Linear shrinkage x per cent passing 0.425 mm sieve
- c Gc = (Per cent passing 26.5 mm - percent passing 2.0 mm) x per cent passing 4.75 mm/100
- d = tested immediately after compaction

Only Class E gravel will be acceptable.

B3407: MEASUREMENT AND PAYMENT

Item Unit

B34.01: Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 2.0 km

Change the heading of sub item 34.01(a) to "Gravel selected layer from cut or borrow compacted to:"

Add the following sub item:

- i) Gravel selected layer from crushed material compacted to:
 - i) 93% of modified AASHTO density (specify compacted layer thickness)cubic metre (m3)

Change the heading of sub item 34.01(h) to "Gravel wearing course from cut or borrow compacted to:"

Add the following sub item:

- j) Gravel wearing course from crushed material compacted to:
 - i) 97% of modified AASHTO density (specify compacted layer thickness)cubic metre (m3)

In second paragraph change: Materials' transportation distance from 1,0km to 2,0km.

B34.02: Extra over item 34.01 for excavation of material in cubic metre (m3)

Add the following phrase after the word “of” in the first line of the first paragraph “compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer”.

NB. There will be no payment made under this item, therefore allowance should be made in Item B34.01 above.

11. SECTION 8100: TESTING MATERIAL AND WORKMANSHIP

B8117: MEASUREMENT AND PAYMENT

Item Unit

B81.04: Testing material by the engineer Provisional Sum

The provisional sum provided shall cover the cost of additional and duplicate testing done by the engineer.

TENDER PROCEDURES

C3.5 Management

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C3.5.1 Construction Programme & Methods

a) Time for Completion and Programme

The Works shall be completed within 24 (Twenty-Four) weeks, which period includes the normal days of inclement weather (as specified in Contract Data of this document), but is exclusive of the year end break, and special non-working days falling outside thereof.

Works The Contractor will be required to develop and maintain for the full duration of the contract, a

Programme, the purpose of which it will be to ensure that the work is carried out and controlled in such a way that the Contract is completed within the time stated in the tender or in the time extended by the Engineer in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, and restricted working space, the availability of material, machines and labour into account during the tender stage and in compiling of a Construction Programme.

b) Construction Programme

The Contractor must submit his Construction Programme within the time stated in the Appendix to the Tender. The programme is subject to the Engineer's approval and remains so for the duration of the Contract.

This programme shall be in the form of a Gantt bar chart or other time/activity form acceptable to the Engineer. The unit of measurement in respect of the time periods of activities will be weeks.

The programme shall reflect at least the following information:

- (i) A description of each of the major activities to be carried out during the Contract and the sequence in which they will be done.
- (ii) The programmed time for executing each activity.
- (iii) The dependencies which exist between the various activities and whether these are time-related or resources-limited or both.
- (iv) The critical path of activities on which final completion of the Works is dependent.
- (v) The amount of slack time for non-critical activities.

The following is a list of the main activities that the Contractor is required to indicate on his programme which shall not be considered as being comprehensive but rather as the minimum information required by the engineer. Sub-items shall be indicated as necessary to demonstrate the proper order of the Works:

- Establishment on site
- Site Clearance
- Renovations of existing buildings
- Renovation of existing grandstand
- Renovation of existing combi courts
- Construction of artificial soccer pitch and athletic track

TENDER PROCEDURES

- Construction of side drains
- Stormwater management
- Installation of elevated water steel tank
- Installation of water and sewer connections
- Tiding up on completion
- Handover

The following details shall also accompany the programme:

- (i) Proposed number of working hours per day, working days per week, "pay weekends" (if any), and any proposed holiday or other shut down periods.
- (ii) Schedule of proposed labour resources (giving a breakdown of engineers/technicians, foremen, supervisions, artisans, skilled and unskilled labour) for each major activity.
- (iii) Schedule of proposed plant resources (giving a breakdown of description and number of units) for each major activity.

If during the course of the Contract the progress of work falls behind on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the

Contractor shall within one week of being notified by the Engineer submit a revised programme.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the Time for Completion as defined in the General Conditions of

Contract, taking extension of time granted into account. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labour and plant on site, or by using the available resources in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programme shall be sufficient reason for the Engineer to take steps as provided in relevant clause of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

It is in the Contractor's interest to give as much information as possible about times allowed for construction as well as resource or other limitations on programme times, since this programme will form the basis for any contractual negotiations about extensions of time once the contract is commenced. Failure to comply with any of these requirements will entitle the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for the completion of the work and/or for additional compensation.

Once approved by the Engineer in writing, this programme shall be known as the Contract

Programme and shall be revised only as described below. Minor revisions to the Contract Programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer require a major revision to the Contract Programme for whatever reason, the Contractor shall be notified in writing and such revision shall be submitted for approval to the Engineer within two weeks of receipt of such notification.

If a revised programme is issued, the effect on the initial critical path must be clearly indicated by the Engineer as must the steps required to be taken to ensure the completion of the contract within the stated Time for Completion.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, one paper print of the Contract Programme with detailed programmes (as described below) duly marked up to reflect the actual progress up to that date.

c) Reporting

a The Contractor shall submit to the Engineer at least three days before each monthly site meeting monthly progress report which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the Contract Programme.
- (ii) Highlight activities running late, indicating what steps have (or will) be taken (eg reprogramming, additional plant and/or labour resources, etc.) to ensure that the specified date of completion is not overrun.
- (iii) Status report of all plant utilised on site.
- (iv) Status report of all labour resources employed on site.
- (v) Status report of all material on site.

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered for Preliminary and General items.

d) Methods

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

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C3.5.2 Features Requiring Special Attention

a) Dealing with Water

The Contractor is responsible for the control of storm-water from adjoining areas, the site underground water seepage. No additional payment will be made in this regard and the costs involved in complying with this Clause will be deemed to be included in the various tendered rates.

b) Survey Beacons

Benchmarks with levels and coordinates will be placed on site at commencement of the Works and formally handed over to the Contractor.

c) Record Drawings

As the Works proceed the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose. No separate payment will be made for this and it will be deemed to be included in the rates tendered for the relevant items.

Any information in the possession of the Contractor which is necessary for the Engineer's Representative to complete his "as-built" drawings must be submitted to the Engineer before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

d) Safety

Since the construction occurs in a built-up area the Contractor must take the safety of the residents and their properties into account during the planning and execution of the Works. All open trenches, services, materials and machines must be protected and clearly marked.

C3.5.3 Workmanship and Quality Control

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, Foremen, Surveyors, Materials Technicians, other Technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

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

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

On completion of every part of the work and submission thereof to the Engineer for examination,
the

Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

C3.5.4 Liaison with Local Authorities (if applicable)

The Contractor will have to liaise with Local Authorities regarding the following matters:

- (i) Dealing with traffic.
- (ii) Locating existing underground services (including application for all necessary work permits and Way leaves).
- (iii) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his Programme of Work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the Local Authorities informed.

The Engineer or Employer must immediately be notified should the Contractor experience any problem regarding work which involves a Local Authority.

C3.6 Annexes

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HEALTH AND SAFETY REQUIREMENTS

1. INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specification (also termed This Specification)

The Construction Regulations (July 2003) place the onus on the Client to prepare a pre-construction health

& safety specification, highlighting all risks not successfully eliminated during design.

1.2 Purpose of the Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003) in order to prevent or as far as possible, reduce incidents and injuries.

This specification shall act as the basis for the drafting of the Principal Contractor's and Contractors' construction phase health & safety plans.

The Health & Safety Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons (including the public) potentially at risk may receive the same priority as other facets of the project e.g. cost, programme, environment, etc.

1.3 Implementation of the Health and Safety Specification

This Health & Safety Specification forms an integral part of the contract, and the Principal Contractor is required to use it when drawing up his project-specific construction phase health & safety plan. The

Principal Contractor must forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

2. HEALTH AND SAFETY SPECIFICATION

2.1 Scope

This Specification covers the requirements for eliminating and mitigating incidents and injuries on CONTRACT NO.: **EC2023/24/04/042-SCH** for **SITHANGAMENI COMMUNITY HALL**

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The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The Health & Safety Specification also makes provision for the protection of those persons other than employees.

2.2 Interpretations

Application

This specification is a compliance document drawn up in terms of the Occupational Health and Safety Act

No 85 of 1993 (OHSA) and is therefore binding. It must be read in conjunction with all other relevant legislation as noted previously.

Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

2.3 Minimum Administrative Requirements

Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be held in the Contractor's health & safety file on site.

Assignment of the Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall make supervisory appointments as well as other relevant appointments in writing (as stipulated by the OHSA and Construction Regulations 2003), prior to commencement of work.

Competence of the Contractor's Appointed Competent Persons

The Contractor's competent persons for the various risk management portfolios must fulfil the criteria as stipulated under the definition of "Competent" in accordance with the Construction Regulations (July 2003).

Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Contractor shall have in his possession a letter of good standing with his Compensation assesor as proof of registration. **Contractors shall hold proof of workman's compensation assurance Registration in the form of a letter of good standing and forward a copy to the Engineer.**

Occupational Health and Safety Policy

The Contractor shall submit a Health and Safety Policy signed by his Chief Executive Officer. The Policy should outline the Employer's objectives as well as how they will be achieved and implemented by the Engineer.

Health and Safety Organogram

The Contractor shall prepare an organogram, outlining the site management health & safety structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram must be updated when there are any changes in the Site Management Structure.

Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work. The assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include:

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe work procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risk assessments as the risks change.

The Contractor shall inform, instruct and train his workers regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. This training should be carried out in the form of toolbox health & safety talks.

Contractors must conduct their own toolbox talks and submit proof of these talks to the Contractor at least weekly.

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The Contractor shall be responsible for ensuring that all persons who could be negatively affected by his operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (toolbox talk strategy to be implemented).

The Contractor must conduct risk assessments specific to his operations and forward a copy to the Engineer. The Contractor when required must report on the status of these risk assessments.

Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointments must be in writing.

The Health and Safety Representatives shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings. Health & Safety representatives are required as soon as an Employer has 20 or more employees on site (one for the first 20 employees, another for the next 30 and one more for every 50 or part thereof employees thereafter).

Health and Safety Committees

The Contractor shall ensure that project health and safety committee meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Contractor's Responsible Person (Section 16(2) person or CR 6(1) person), in accordance with the OHS Act 85/1993. Minutes of their meetings shall be kept on record and shall always accessible to the Engineer or any other authorised representative.

Health and Safety Training

Induction

The Contractor shall ensure that all site personnel and undergo a site-specific health & safety induction training session before they start work. A record of attendance shall be kept in the health & safety file. A suitable venue must be available to house this training.

Awareness

The Contractor shall ensure that, on site, periodic toolbox health & safety talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of

attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement and submit proof to the Engineer.

Competence

All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control or carry out. This will have to be assessed on a regular basis e.g. training, evaluation, periodic audits by the Client, progress meetings, etc. The

Contractor is responsible to ensure that competent persons are appointed to carry out construction work.

General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (July 2003). The

Contractor shall ensure that all records of incidents/accidents, emergency procedures training, inspections, audits, etc. are kept in a health & safety file held in the site office (the file must include the Contractor's health & safety plan).

Health & Safety Audits, Monitoring and Reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Contractor is obligated to conduct similar audits at least monthly on all Contractors appointed by it and keep audit reports in his health & safety file. Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, made available on request.

Emergency Procedures

The Contractor must prepare a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- _ List of key competent personnel;
- _ Details of emergency services;
- _ Actions or steps to be taken in the event of the specific types of emergencies; and

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_ Information on any hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to: fire, chemical spills; injury to employees; damage to material/equipment/plant; use of hazardous substances; bomb threats; major incidents/accidents; etc. The Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

All media and other interest parties must be directed to the Client.

First Aid Boxes and First Aid Equipment

The Contractor shall appoint first Aider(s) in writing. The appointed First Aider(s) must be certificated.

Copies of valid certificates are to be kept on site. The Contractor must supply at least one fully stocked first aid box. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have their own trained, certified first aider on site at all times.

Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Contractor must stipulate in his health & safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Contractor must investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries at least monthly.

Contractors must investigate injuries and accidents involving their employees and forward a copy of the investigation report to the Engineer forthwith. The Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly including man-hours worked for the month as well as the cumulative total.

Hazards and Potentially Hazardous Situations

The Contractor shall immediately notify the Client, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

Personal Protective Equipment (PPE) and Clothing

The Contractor shall ensure that all site workers are issued and wear the correct and approved personal protection equipment (PPE). The Contractor shall make provision and keep adequate quantities of SANS approved PPE on site at all times according to the risk assessments. The Contractor shall clearly outline procedures to be taken when PPE or clothing is:

_ Lost or stolen;

_ Worn out or damage.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right and must therefore carry their own PPE.

Every Contractor is responsible for supplying the necessary PPE to his own employees. Labour Only Contractors appointed by the Contractor become the responsibility of the Contractor.

Occupational Health and Safety (OHS) Signage

The Contractor must provide adequate on-site OHS signage, including but not limited to: "No

Unauthorised Entry", "Report To Site Office", "Site Office", "Beware Of Overhead Work", "Hard Hat Area".

Signage must be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

Health & safety signage must be well maintained including weekly inspections, cleaning, replacement and repair.

Permits

Permits may include (but not limited to) the following:

— Public walkways, roadways.

— The securing of any permits in terms of the above will be the responsibility of the Contractor.

Contractors and Sub-contractors

The Contractor shall ensure that all Contractors appointed by it comply with this Specification, the OHS

TENDER PROCEDURES

Act 85/1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as "Sub-contractors", shall mutatis mutandis ensure compliance as if it was the Contractor.

Public and Site Visitor Health & Safety

The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only health & safety measures taken.

Both the Client and the Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

The extent of the site must be suitably displayed at all times with a limited number of access points which must be controlled to ensure safe access and egress. The access points must have adequate notices displayed (see items 2.3.18).

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. As per the Construction Regulations, a record of these "inductions" must be kept on site (attendance register)

Night Work (Before and After Hours)

The Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

Transport of Workers

The Contractor shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store the tools or equipment.
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

- Transport workers in LDV's (bakkies) unless they are closed/covered and have the correct number of seats for the passengers.

Construction Health & Safety Officer

A part time construction health & safety officer (in terms of Construction Regulation 6.6) will be required.

This should include at least one audit per month of the Contractor's activities. Apart from these audits, the Contractor must audit his health & safety plans, health & safety files and physical site conditions at least monthly, keeping the audit records in his health & safety file on site.

Penalties

Penalties may be imposed for ongoing non-compliance with the provisions of the Client's Health & Safety

Specification and the Contractor's health & safety plan. The penalty procedure shall consist of a written warning with a compliance time frame. Failure to comply within the time frame stipulated will result in a R1000 penalties per non-compliance item per day that the non-compliance persists.

2.4 Physical Requirements

The Contractor shall make provision in his tender for safeguarding of any excavations/trenches as per this specification. Excavations and trenches deeper than 0.5m must either be shored or battered back to a safe angle unless a competent person deems the excavation or trench to be safe (permission must be given in writing). Where any uncertainty exists, the decision of a professional engineer or professional technologist competent in excavation work will be decisive.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift and a record of these inspections is kept;
- b) Safe work procedures have been communicated to the workers.
- c) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
- d) Safe access is provided;
- e) No load, material, plant or equipment is place or moved near the edge of any excavation or trench;
- f) The requirements as per Section 11 of the Construction Regulations are adhered to.

TENDER PROCEDURES

2.5 Plant and Machinery

Construction Plant

"Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, excavators road vehicles, and all lifting equipment. The Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Contractor shall inspect and keep records of inspections and load tests of the construction plant used on site. Only authorised/competent persons may use machinery and the proper supervision must be provided.

Appropriate PPE and clothing must be provided and maintained in good condition at all times.

Vessels under Pressure (VuP) and Gas Bottles

The Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- _ Providing competency and awareness training to the operators;
- _ Providing PPE or clothing;
- _ Inspect equipment regularly and keep records of inspections;
- _ Providing appropriate firefighting equipment (Fire Extinguishers) on hand;
- _ Oxygen and acetylene bottles must be secured in an upright position and must not show signs of corrosion or damage.

Fire Extinguishers and Fire Equipment

The Contractor shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Wherever hot work is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures.

Hired Plant and Machinery

The Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS

Act 85/1993 and Construction Regulations (July 2003) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file.

Scaffolding/Working in elevated positions

Working at heights includes any work that takes place in an elevated position. The Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. All scaffolding must comply with the requirements of SANS 085-2000.

Scaffolding must be declared safe for use by a competent scaffold inspector who must complete the scaffold register. Inspections must then be carried out weekly, after bad weather, after any alterations, after an incident, and before dismantling. The Contractor must keep all scaffold inspection registers on site.

Working in elevated positions requires the preparation of a fall protection plan. The plan must include a risk assessment and method statements/safe work procedures. All persons working in elevated positions must be evaluated for physical and psychological fitness. All persons working in elevated positions must be trained and records of this training must be kept on site. All opening, edges, and the like must be adequately guarded.

Work from elevated positions may only be conducted as if it were being conducted from a safe ladder or safe scaffold.

Where fall prevention or fall arrest devices are being used, the correct devices must be used for the purpose and they must be properly maintained. Workers must be trained into the use and maintenance of the fall prevention and arrest equipment/devices.

All scaffolding platforms above 1.5m from the ground must be complete with guard rails and toe boards and must be fully boarded as per the requirements of general purpose scaffold platforms (5-board platforms). Mobile scaffolds may not exceed 3 x their minimum base width in height and must be adequately boarded as per their loading requirement (no less than 3-board wide). Mobile scaffolds and static frame towers must be erected as per the manufactures requirements (copies of these erection specifications/data sheets must be available on site).

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Lifting Machines and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

- _ All lifting machinery and tackle has a safe working load clearly indicated;
- _ Regular inspection and servicing is carried out;
- _ Records are kept of inspections and of service certificates;
- _ There is proper supervision in terms of guiding the loads that includes a trained banksman;
- _ To direct lifting operations and check lifting tackle;
- _ Tower crane bases have been approved by an engineer;
- _ Load test certificates are kept in the health & safety file;
- _ The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

Ladders and Ladder Work

The Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Stepladders must be safe for use, must be the correct height for the task and the top two rungs may not be used. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

General Machinery

The Contractor must ensure compliance with the Driven Machinery Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

Electrical Installations and Portable Electrical Tools

The Client must ensure that the Contractor is made aware of the positions of all electrical power lines.

The

Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations and the Construction Regulations (CR 22).

The Contractor shall carry a copy of the Certificate of Compliance for his electrical power supply. All temporary electrical installations must be inspected at least weekly. Portable electrical tools and equipment must be visually inspected daily with inspection records kept monthly. Records of these inspections must be kept on site.

2.6 Occupational Health

Occupational Health

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure these hazards. Prevent inhalation, ingestion, absorption and noise induction.

Welfare Facilities

The Contractor must supply sufficient toilets (1 toilet per 20 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provide. Waste bins must be strategically place and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belonging and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with adequate, sheltered eating areas.

Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Superior concerned and a copy of the disciplinary action must be forwarded to the Contractor for his records.

ANNEXURE A

HEALTH AND SAFETY SPECIFICATION (HSS)

The Contractor must submit compliance with Annexure A within **one working week (5 working days)** of receiving the Order to Commence

HSS ITEM NO.	REQUIREMENTS	OHS REQUIREMENTS	SUBMISSION DATE
2.3.1	Health and Safety Plan	Constructions Regs	Within two weeks
2.3.2	Notification of intention	Complete Schedule 1 (Construction Regs)	Before commencement on site
2.3.3	Assignment of Responsible Persons to Supervise Construction Work	OHS Act (Section 16.2) & Construction Reg 6	Before commencement on site
2.3.4	Competence of Responsible Persons	OHS Act (Section 16.2) & Construction Reg 6	Together with Health and Safety Plan
2.3.5	Compensation of Occupational Injuries and Diseases – proof of registration	COIDA	Together with Health and Safety Plan
2.3.6	Occupational Health and Safety Policy	OHS Act	Together with Health and Safety Plan
2.3.7	Health and Safety Organogram	Client Requirement	Together with Health and Safety Plan
2.3.8	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction Registers	Together with Health & Safety Plan

ANNEXURE B

ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

The Contractor shall make the following appointments: (further appointments could become necessary as the project progresses).

ITEM	APPOINTMENT	OHSA REFERENCE	REQUIREMENT
B1	CEO Assignee	Section 16(2)	A competent person to assist with the onsite H & S overall responsibility – Contractor's Responsible Person
B2	Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
B3	Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
B4	Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H & S in reference to plant, machinery and Health & Safety persons in the workplace.
B5	Incident Investigator A	GAR 8	A competent person to investigate incidents / accidents on site and could be: - The employer - H & S Representative - Designated person - Member of the H & S - Committee

B6	Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Contractor.
B7	Fall protection plan co-ordinator	CR 8	A competent person to prepare and amend the fall protection plan.
B8	First Aiders	GSR 3	A qualified person top address all on site first aid cases.
B9	Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
B10	Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record
B11	Temporary electrical installations Inspector	CR 22	A competent person to control all temporary electrical installations.
B12	Construction Safety Officer	CR6	A competent person to fulfil the functions as set out in 2.3.24 of the HSS.

ANNEXURE C**GENERAL COMPLIANCE REQUIREMENTS**

The Contractor shall comply with but not be limited to the following requirements. Report in writing on these to the Client at progress meetings or at least monthly whichever is sooner.

ITEM	WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT AND DATE
C1	Construction-phase Health & Safety Plan	Monthly review	Contractor to report on status of health & safety plans – monthly	
C2	Health & Safety File	Open file when construction begins and maintain throughout	Have file on hand at meetings. Contractors to report on their file at monthly health & safety meetings	
C3	OHS Act and Relevant Regulations	Monthly review	To be kept in the health & safety file on site	
C4	Induction Training	Every worker before he/she starts before	Attendance registers to be kept.	
C5	Awareness Training (Toolbox talks)	At least weekly	Attendance registers to be kept.	
C6	Health & Safety Meetings	Monthly	Meeting minutes to be kept.	
C7	Health & Safety	Monthly	Report covering:	

	Rooms		<ul style="list-style-type: none"> • Incidents/accidents and investigations • Non-conformances by employees & Contractors • Internal & External H & S audit Reports 	
C8	Emergency Procedures	Monthly evaluation of procedure	Table procedure in writing as well as telephone numbers	
C9	Risk assessments	Updated and signed off at least monthly	Documented risk assessments	
C10	Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) reviewed and signed off	
C11	General Inspections	Daily and weekly	Report OHS Act compliance: <ul style="list-style-type: none"> - Excavations - Portable electrical tools - Temporary electrical installations - Materials hoist 	
C12	General Inspections	Monthly	Ladders	
C13	General Inspections	3-monthly	<ul style="list-style-type: none"> - Lifting tackle - Oxy-acetylene cutting & welding sets - Fall prevention and arrest Equipment 	

C3.2 HIV/AIDS REQUIREMENTS

1. SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour,

attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers

- Informing Workers of their rights with regard to HIV/AIDS in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

2. **DEFINITIONS AND ABBREVIATIONS**

2.1 **Definitions**

Service Provider: The natural or juristic person recognised and approved by the Mhlontlo Local Municipality as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

2.2 **Abbreviations**

HIV : Human Immunodeficiency Virus
AIDS : Acquired Immune Deficiency Syndrome
STI : Sexually Transmitted Infection

3. BASIC METHOD REQUIREMENT

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project
- Duration of Workers and Sub-contractors on site
- How the maximum number of Workers can be targeted with workshops
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)
- Preferred time of day or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Mhlontlo Local Municipality Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;

- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;
- 3.11 How the workshops will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;

- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.15 A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

4. HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Offices of the Mhlontlo Local Municipality, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

4.2 **Recommended practice**

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan. Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

4.2.2 Service Providers

A database of recommended Service Providers is available from all Offices of the Mhlontlo Local Municipality.

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found
2. Describe how HIV/AIDS can be transmitted
3. Demonstrate the ability to distinguish between how HIV/AIDS transmitted and misconceptions around transmittance of HIV/AIDS

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HIV virus from entering the bloodstream.

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection
3. Explain or demonstrate how to use a male and female condom.
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling.

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection
2. Report on why voluntary testing is important
3. Report on why pre- and post-test counselling is important

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS
2. Describe nutritional needs of people living with HIV/AIDS
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
4. Explain the need for counselling and support to people living with HIV/AIDS

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS
4. Describe post exposure prophylactics.

4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from Offices of the Mhlontlo Local Municipality.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

5. PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

7. APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the instruction period.

The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

The Awareness Champion shall be responsible for:

- 7.1 Liaising with the Service Provider on organizing awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining posters

8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

C3.3 OCCUPATIONAL, HEALTH AND SAFETY**C3.3.1 GENERAL****C3.3.1.1 Tender Document**

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

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

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

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

C3.3.1.2 Principal Contractor

The successful tenderer will on signing of the contract for:

PROJECT NAME: SITHANGAMENI COMMUNITY HALL

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

C3.3.1.3 Start of Construction Phase

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

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

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

C3.3.1.4 Sub-Contractors, Suppliers & Designers

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

C3.3.1.5 Liaison

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

C3.3.1.6 Advice

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

C3.3.1.7. Undertaking by Principal Contractor and Sub-Contractors appointed by the Principal Contractor.

The Principal Contractor as well as Sub-Contractors appointed by him / her shall undertake in writing to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulation of 2003 No. R 1010 and any amendments or re-enactments thereto are complied with.

The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor shall be completed and signed by the Project Manager of the company / firm awarded the tender.

C3.3.1.8 Client's Occupational Health and Safety Agent: To be appointed**C3.3.2 INFORMATION REQUIREMENTS**

The contractor must provide the following information.

C3.3.2.1 General

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

C3.3.2.1 Management

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

Broadly speaking your:

- Organization's internal structure that establishes SHE (Safety, Health and Environmental) ROLES, RESPONSIBILITIES, ACCOUNTABILITIES, and REPORTING RELATIONSHIPS,
- SHE (Safety, Health and Environmental) PLANS, POLICIES, PROCEDURES, DIRECTIVES and STANDARDS that provide instructions as to how activities and functions are to be carried out,

- SHE (Safety, Health and Environmental) CONTROLS, INSPECTIONS, REVIEWS, etc. built into construction operations to ensure that performance is consistent with SHE (Safety, Health and Environmental) objectives and requirements,
- SHE (Safety, Health and Environmental) COMMUNICATION MECHANISMS for collecting, handling and reporting information.

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

- Details of relevant qualifications and experience held by the persons nominated above, including recent health and safety education and training undertaken.
- Procedures for determining the competence of contractors engaged on the project, whether employed by the contractor directly or by others, to fulfil their duties under the Construction Regulations 2003 (No. R.1010 Promulgated 18 July 2003)

C3.3.2.2 Hazard Identification, Risk Assessment and control

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

C3.3.2.3 Health and Safety Plan

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

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

- a) Incorporates the contractor's approach to managing the construction work to ensure the health and safety of all persons carrying out the construction work and all persons who may be affected by their work.
- b) Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2003 and any other relevant legislation (i.e. the OHS Act and Regulations, etc.).
- c) Includes the arrangements for ensuring that, where appropriate or specifically requested, all Contractors / Sub-Contractors prepare suitable and sufficient method statements for their construction works which incorporate adequate measures for ensuring the health and safety of all persons who may be affected by these works.
- d) Incorporates the common arrangements for site safety, statutory notices and registers etc.
- e) Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.
- f) Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- g) g) Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.
- h) Includes the steps to be taken to ensure that only authorised persons are allowed into any premises or parts of the site / premises where construction work is being carried out.
- i) Includes arrangements for emergency procedures.
- j) Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other persons under their control, arising out of the construction works, including the emergency procedures
- k) Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.
- l) Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.
- m) Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including conforming to the statutory requirements.
- n) Can be modified as the work proceeds to take account of any information received from Contractors / Sub-Contractors, any experience gained during the course of the project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

C3.3.2.4 Programme

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

C3.3.2.5 Cost

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

C3.3.3 GENERAL SITE SAFETY

C3.3.3.1 Safety training & education

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

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

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

C3.3.3.1.1 Induction Training

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

- a) Training related to hazards likely to be encountered on Site and control measures that have been developed in response to these hazards;
- b) Roles and Responsibilities;
- c) The requirements of the Health and Safety Plan submitted and approved
- d) Address the identified issues in the Fire Safety, Emergency, Evacuation and Rescue Plan to ensure that all Site personnel are aware of procedures in the event of an incident or emergency occurring;

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

C3.3.3.1.2 Induction training for specified work

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

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

C3.3.3.2 Recording & reporting of injuries

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

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

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

Where the Principal Contractor / Sub-Contractor has been:

- Served with a prohibition, contravention or improvement notice under the OHS Act; or
- Required to comply with any order issued by an inspector for the Department of Labour;
- The Principal Contractor / Sub-Contractor shall immediately supply a copy of that notice, order or notification to the Client.
- Where the Principal Contractor / Sub-Contractor have been served with a summons or is convicted of any offence in relation to occupational health and safety, the Principal Contractor / Sub Contractor shall immediately supply a copy of that summons to the Client.
- The Principal Contractor / Sub-Contractor shall detail the reporting and investigation procedures for incident investigation. The procedures shall include the investigating officer responsible and the time limits imposed for reporting and investigating the incident and to implement corrective action in a timely manner so as to prevent a recurrence.
- The client may participate in or undertake an investigation into the incident, injury or illness at its discretion and the Principal Contractor / Sub-Contractor shall cooperate with and provide assistance to the investigation organized and undertaken by the Client.

C3.3.3.3 First Aid

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

The programme shall include:

- proper first aid facilities administered by qualified personnel,
 - first-aid boxes,
 - first-aid room, where there are 500 or more workers on site,
 - training and re-training of first-aiders,
 - first-aid treatment procedures,
 - standard procedures,
 - special procedures, e.g. for poisoning,
 - maintenance of first-aid facilities
- All first-aid provisions shall comply with the OHS Act (Act 85 of 1993)

C3.3.3.4 Fire protection and prevention

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

C3.3.3.5 Site Emergency Procedures

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

The plan shall include the following detail:

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

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

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

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

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

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

C3.3.3.6 Housekeeping

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

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

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

C3.3.3.7 Stacking & Storage

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

C3.3.3.8 Illumination

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

C3.3.3.9 Sanitation / Hygiene

Provision of site hygiene facilities:

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

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

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

C3.3.3.10 Personal Protective Equipment

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

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

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

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

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

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

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

C3.3.3.11 Permit to work requirements

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

- metalwork flame cutting,
- site welding,

C3.3.3.12 Lock-out

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

C3.3.3.13 Monthly Health and Safety Audits

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

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

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

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

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

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

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

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

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

C3.3.3.14 Management Review

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

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

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

C3.3.3.15 Provision of Information

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

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

C3.3.3.16 Stop the execution of Construction Work

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

C3.3.3.17 Handing over of Project Health and Safety file

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

C3.3.3.18 Records and Records Management

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

C3.3.4 CHEMICAL HAZARDS

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

NOTE:

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

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

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

C3.3.5 SAFETY HAZARDS

C3.3.5.1 Tools

C3.3.5.1.1 Hand tools

- Employers shall not issue or permit the use of unsafe hand tools.
- A wrench, including adjustable, pipe, end, and socket wrenches shall not be used when jaws are sprung to the point that slippage occurs.

- Impact tools, such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

C3.3.5.2 Portable electrical Tools

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

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

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

C3.3.6 EXCAVATIONS

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

- Cause every excavation, including all bracing and shoring, to be inspected-
 - i. daily, prior to each shift;
 - ii. after every blasting operation;
 - iii. after an unexpected fall of ground;
 - iv. after substantial damage to supports; and
 - v. after rain,
- by a competent person in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;
- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-
 - adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
 - provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor
 - Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

C3.3.7 FORMWORK & SUPPORT WORK

The contractor shall ensure that-

- all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- all formwork and support work structures, are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- The designs of formwork and support work structures are done with close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted.
- All drawing pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee.
- All equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used.
- All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site.
- If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately.
- Adequate precautionary measures are taken in order to-
 - Secure any deck panels against displacement, and
 - Prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents.
- The health of any person is not affected through the use of solvents or oils or any other similar substances.

- Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight but also any imposed loads and not removed until authorization has been given by a competent person.
- Provision is made for safe access by means of secure ladders or staircases for all work to be carried out above the foundation bearing level.
- All employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely
- The foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads, such that the formwork and support work structure are stable.

C3.3.8 CONSTRUCTION VEHICLES

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

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by workers who-
 - i. have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - ii. are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- have safe and suitable means of access;
- are properly organized and controlled by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an electrically operated acoustic signalling device and a reversing alarm;
- are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

The contractor shall furthermore ensure that-

- no person rides or be required or permitted to ride on any construction vehicle or
 - mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- Every traffic route is, where necessary indicated by suitable signs.
- all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;

- bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- When workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

C3.3.9 ELECTRICAL INSTALLATIONS

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

C3.3.10 USE & STORAGE OF FLAMMABLE LIQUIDS

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

- Where flammable liquids are decanted, the metal containers are bonded or earthed;
- No flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

C3.3.12 WELDING & CUTTING

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

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

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

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

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

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

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

C3.3.13 BLASTING & USE OF EXPLOSIVES

C3.3.13.1 Safety distances

The contractor shall –

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

C3.3.13.2 Supervision of explosives

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

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

The contractor shall ensure that –

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

C3.3.13.3 Safe handling of explosives

The contractor shall ensure that –

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

The contractor shall ensure that –

- all material, equipment, tools or similar articles used in a danger area are decontaminated after such use, and that no person makes use of any such article that has not been decontaminated after use in a contaminated area;
- The certification of the decontamination process is certified and approved by the explosives manager or a person authorized by the explosives manager.
- Unless permission has been granted by the chief inspector of occupational health and safety, no contractor shall use –
- explosives in workplaces other than explosives workplaces approved by the chief inspector of occupational health and safety;
- Any explosives for which no provision is made in Explosives regulations.

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

No contractor shall use any explosive material for blasting purposes unless

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

C3.3.13.4 Dangerous areas

The contractor shall ensure that entry and exit from danger areas is only permitted

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

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

No person shall –

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

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

C3.3.14 VESSELS UNDER PRESSURE

C3.3.14.1 Manufacturer's data plate

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

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

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

C3.3.14.2 Portable Gas Containers

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

C3.3.14.3 Hand held Fire extinguishers

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

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

C3.3.14.4 Gas Fuel use, equipment and systems

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

C3.3.14.5 Inspection and test

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

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

with the internal inspection and hydraulic pressure test subject to the written approval of an approved inspection authority:

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

C3.3.14.6 Recordkeeping

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

C3.3.14.7 Maintenance

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

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

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

C3.3.15 PHYSICAL HAZARDS

C3.3.15.1 Ergonomics

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

C3.3.15.2 Noise

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

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

The contractor shall provide, free of charge, hearing protectors to each employee who works in or, to any person who is required or permitted to enter a noise zone, and no contractor shall require or permit any person to work in or enter such noise zone, and no person shall work in or enter such noise zone, unless he wears such hearing protectors in the correct manner: Provided that where the

equivalent noise level to which employees are exposed, is such that the attenuation of the hearing protectors does not reduce the said noise to below 85 dB(A) the employer concerned shall limit the time during which employees work in that noise zone in such a way that they are not exposed to an equivalent noise level equal to 85 dB(A) or higher.

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

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

C3.3.15.3 Vibration

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

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

C3.3.16 SITE WIDE ELEMENTS

C3.3.16.1 Site Access and Egress

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

C3.3.16.2 Visitors to the site

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

C3.3.16.3 Deliveries

Access will involve crossing the public footpath.

C3.3.16.4 Emergencies

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

C3.3.16.5 Location of Temporary Site Accommodation

See Site Lay-out Plan.

C3.3.16.6 Location of Materials unloading and storage

Materials are to be unloaded and stored in locations which will not in any way affect access or egress to the site or the works.

C3.3.16.7 Traffic and Pedestrian Routes

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

C3.3.16.9 Safety

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

C3.3.17 CONTINUING LIAISON

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

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

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

C3.3.17.1 Unforeseen Eventualities

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

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

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

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

C3.3.17.2 Site Liaison

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

C3.3.17.3 Health and Safety File

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

C3.3.17.4 Design Development

Provide the Client with all design information prepared by sub-Contractors.

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

C3.3.18 CONCLUSION

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

C3.3. MANAGEMENT

Management of the works

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

**OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS
(SPECIFICATIONS)**

MHLONTLO LOCAL MUNICIPALITY HEALTH AND SAFETY: CONTRACTOR
MANAGEMENT

NO OF PAGES:

NEXT DATE OF REVIEW:

DISCLOSURE CLASSIFICATION: PUBLIC

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PMU Manager

1. INTRODUCTION

The purpose of this Health and Safety Specification document is to provide contractors with essential information on significant health and safety aspects of the project/contract for the planning and management of their health and safety.

This Health and Safety Specification is to ensure that all contractors and personnel, site-based suppliers are aware of, and comply with the health and safety requirements/standards.

This specification is intended to ensure the health and safety of persons at the workplace, and the public, and the duty of care to the environment. The health and safety requirements shall be specific to each contract, project, site, and scope of work.

Contractors have the crucial responsibility for executing on-site/project/contract health and safety for their activities/services. Each contractor is responsible for ensuring that his/her employees and the employees of any subcontractors comply with all applicable occupational health and safety legislative requirements and the policies and procedures of Mhlontlo Local Municipality.

The Contractor has the responsibility to implement and maintain all necessary safety precautions and procedures. Details of compliance with appropriate control measures and strategies should be included in the tender or purchasing documentation.

All contractors shall use the applicable health and safety information in this specification to develop a suitable and sufficient health and safety plan, which will indicate to Mhlontlo Local Municipality the level of compliance with the health and safety requirements.

On evaluation and discussions a final accepted health and safety plan will be signed and approved by Mhlontlo Local Municipality, the Principal Contractor is, thereafter, required to ensure the same when appointing a sub-contractor. The Principal Contractor or sub-contractor will not be allowed to commence work on site until the health and safety plan has been approved.

2. SUPPORTING CLAUSES

2.1 SCOPE

This document is the pre-contract health and safety specification which must be used by the contractor and Sub Contractor's appointed by the end user Principal Contractor to compile health and safety plans for the project and forms part of the tender documentation.

The Principal Contractor and Sub Contractors' particular attention is drawn to this specification whereby:-

- Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003."
- The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the tenderer is of the opinion that a requirement is missing or is not adequately specified then this shall be drawn to the Client attention during the tender period. In the absence of any direction to the contrary, the tenderer shall as part of the tender submission, set out the details of such discrepancy together with

the costs associated therewith, separately identified and included within the tender figure.

C3.3.1.2 Principal Contractor

The successful tenderer will upon signing of the contract, be required to fulfil the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R.1010 promulgated 18 July 2003.

C3.3.1.3 Start of Construction Phase

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

The construction phase shall not commence until written permission is received from MLM. In this respect, MLM may or will rely on the advice from the technical team to assess the adequacy and comprehensiveness of the Plan submitted by the Principal Contractor.

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

C3.3.1.4. Sub-Contractors, Suppliers & Designers

The Principal Contractor shall comply and ensure appointments in connection with the project including the provisions for the compliance of sub-contractors, suppliers and designers, etc., as guided by Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulations No.

C3.3.1.5. Liaison

The Principal Contractor shall together with all his appointees, liaison with MLM as required under the Regulations No and agrees procedures for the transfer of relevant Information in respect of designs and in connection with the preparation of the Health and Safety File.

C3.3.1.6. Advice

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

C3.3.1.7. Undertaking by Principal Contractor and Sub-Contractors appointed by the
Principal Contractor

The Principal Contractor as well as Sub-Contractors appointed by him / her shall undertake in writing consent to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulation of 2003 No. R 1010 and any amendments or re-enactments thereto are complied with.

The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor shall be completed and signed by the appointed Project Leader r of the awarded bidder..

C3.3.1.8 Client's Occupational Health and Safety Agent: To be appointed

C3.3.2 INFORMATION REQUIREMENTS

The contractor must provide the following information.

C3.3.2.1 General

- The Principal Contractor / Sub-Contractor should submit valid letter of Good Standing from the department of labour in terms of (COID) in full.
- The Principal Contractor / Sub-Contractor shall notify the Department of Labour in writing (notification form) before commencement of the intended work .

- The Principal Contractor / Sub-Contractor shall have the copy of the OHS (Occupational Health and Safety Act, 85 of 1993)
- The Principal Contractor / Sub-Contractor shall have a written and up to date OHS Policy in terms of Section 7 of Occupational Health and Safety Act, 85 of 1993, and include a copy of y Health and Safety Policy and safety plan..

C3.3.2.1 Organogram

- Details of the management and staff systems should be in in place for management, implementation and monitoring of the Health and Safety Plan for the project.

Organizations internal structure that consisting of Safety, Health and Environmental (SHE) team explaining their roles, responsibilities and accountabilities.

- SHE plans, policies and procedures, directives and standards should be in place guidelines provide instructions as to how activities and functions are to be carried out,
- SHE controls, inspections, reviews, etc. should be aligned into construction operations to ensure that performance is consistent with SHE objectives and requirements.

SHE communication mechanisms for collecting, handling and reporting information explaining management Systems that specifies who, what, where, when, why and how activities should be. WHO is going to do WHAT, WHERE, WHEN, WHY and HOW.

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

- Procedures for determining the competence of contractors engaged on the project, whether employed by the contractor directly or by others, to fulfil their duties under the Construction Regulations.

C3.3.2.2 Hazard Identification, Risk Assessment and control

- The Principal Contractor / Sub-Contractor shall detail and implement procedures that will identify hazards, assess risks and determine suitable control measures as they arise throughout term of the contract. These procedures shall both comply with and be implemented and managed in accordance with the specification.
- The Principal Contractor / Sub-Contractor shall detail and implement procedures that ensure control measures are evaluated for effectiveness and modified as necessary. The evaluation procedure shall detail the responsibilities, timelines and records that will be kept as part of the process.
- Where Risk is controlled through administrative control measures, the Principal Contractor / Sub-Contractor shall ensure that the administrative measures are:
 - g) Clearly documented and those personnel responsible for implementation and management are explicitly defined;
 - h) Understood by all relevant personnel through training and assessment;
 - i) Implemented as documented and promptly reviewed for effectiveness following initial implementation;
 - j) Amended and authorised as required;
 - k) Adequately supervised, managed and audited to ensure continuing compliance;
 - l) Available at all times wherever the measures are being implemented.

- ❖ Any piece of plant or equipment not complying with the specification shall cease operation until the Principal Contractor / Sub-Contractor can demonstrate to the satisfaction of the Client / Client's Agent that the piece of non-conforming plant or equipment conforms to these requirements.

C3.3.2.3 Health and Safety Plan

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

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

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

- t) Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- u) Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.
- v) Includes the steps to be taken to ensure that only authorised persons are allowed into any premises or parts of the site / premises where construction work is being carried out.
- w) Includes arrangements for emergency procedures.
- x) Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other persons under their control, arising out of the construction works, including the emergency procedures
- y) Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.
- z) Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.
- aa) Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including conforming with the statutory requirements.
- bb) Can be modified as the work proceeds to take account of any information received from Contractors / Sub-Contractors, any experience gained during the course of the

project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

C3.3.2.4 Programme

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

C3.3.2.5 Cost

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

C3.3.3 GENERAL SITE SAFETY

C3.3.3.1 Safety training & education

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

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

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

C3.3.3.1.1 Induction Training

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

- e) Training related to hazards likely to be encountered on Site and control measures that have been developed in response to these hazards;
- f) Roles and Responsibilities of persons identified for training
- g) The requirements of the Health and Safety Plan submitted and approved
- h) Address the identified issues in the Fire Safety, Emergency, Evacuation and Rescue Plan to ensure that all Site personnel are aware of procedures in the event of an incident or emergency occurring;

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

C3.3.3.1.2 Induction training for specified work

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

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

C3.3.3.2 Recording & reporting of injuries

Make arrangements for all contractors to report accidents, ill health and dangerous occurrences notifiable to the Department of Labour under Section 24 of the (Occupational

Health and Safety Act, Act 85 of 1993) OHS Act to be reported to Department of Labour (DoL) Inspector within 48 hour regarding certain incidents).

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

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

Where the Principal Contractor / Sub-Contractor has been:

- Served with a prohibition, contravention or improvement notice under the OHS Act;
 - Required to comply with any order issued by an inspector for the Department of Labour;
-
- The Principal Contractor / Sub-Contractor shall immediately supply a copy of that notice, order or notification to the Client.
 - Where the Principal Contractor / Sub-Contractor have been served with a summons or is convicted of any offence in relation to occupational health and safety, the Principal Contractor / Sub Contractor shall immediately supply a copy of that summons to the Client.
 - The Principal Contractor / Sub-Contractor shall detail the reporting and investigation procedures for incident investigation. The procedures shall include the investigating officer responsible and the time limits imposed for reporting and investigating the incident and to implement corrective action in a timely manner so as to prevent a recurrence.

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

C3.3.3.3 First Aid

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

The programme shall include:

- proper first aid facilities administered by qualified personnel,
 - first-aid boxes,
 - first-aid room, where there are 500 or more workers on site,
 - training and re-training of first-aiders,
 - first-aid treatment procedures,
 - standard procedures,
 - special procedures, e.g. for poisoning,
 - maintenance of first-aid facilities
- o All first-aid provisions shall comply with the OHS Act (Act 85 of 1993)

C3.3.3.4 Fire protection and prevention

- Appropriate measures must be taken to avoid the risk of fire.
- Sufficient and suitable storage must be provided for flammable liquids, solids and gases.
- Smoking must be prohibited and notices in this regard must be prominently displayed in all places containing readily combustible or flammable materials;
- Combustible materials must not accumulate on the construction site.
- Welding, flame cutting and other hot work may only be done after the appropriate precautions have been taken to reduce the risk of fire.

- Suitable and sufficient fire-extinguishing equipment must be placed at strategic locations and such equipment must be maintained in good working order.
- A sufficient number of workers must be trained in the use of fire-extinguishing equipment.

C3.3.3.5 Site Emergency Procedures

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

The plan shall include the following detail:

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

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

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

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

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

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

C3.3.3.6 Housekeeping

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

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

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

C3.3.3.7 Stacking & Storage

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

C3.3.3.8 Illumination

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

C3.3.3.9 Sanitation / Hygiene

Provision of site hygiene facilities:

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

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

The contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where

document stipulates the minimum health and safety requirements that suppliers shall address. Each project and situation may contain additional unique activities, challenges, needs and requirements that must be considered and incorporated in the specification, over and above the minimum requirements already contained in this specification. Similarly, there may be requirements in this specification that are not altogether relevant or applicable to the scope of work and therefore will accordingly be excluded from the specification. This specification may not thoroughly address all hazards associated with any specialised activity or operations; in this situation, suppliers shall be responsible for developing their own

health and safety plans and procedures to adequately address their scope of operations. Suppliers will include contractors, service providers, and consultants.

Authorised by : _____

Date : _____

Director: Infrastructure and Planning.

C3.4 PARTICULAR SPECIFICATION

GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

- The General Conditions of Contract (GCC) will form part of all Bid documents and may not be amended.

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution's commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black

women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the

shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

- 1.16 "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.18 "**Day**" means calendar day.
- 1.19 "**Delivery**" means delivery in compliance with the conditions of the contract or order.
- 1.20 "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.
- 1.21 "**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.22 "**Disability**" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 "**Dumping**" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.24 "**Equity Ownership**" means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.26 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.27 **“GCC”** mean the General Conditions of Contract.
- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen -
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or
- 1.29.2 who is a female; and/or
- 1.29.3 who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 **Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.31 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by

whatever name that person may be designated, and whether or not that person is a director.

- 1.33 “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.34 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.35 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.36 “**Parliament**” means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.37 “**Person**” includes reference to a juristic person.
- 1.38 “**Project site**” where applicable, means the place indicated in bidding documents.
- 1.39 “**Purchaser**” means the organization purchasing the goods.
- 1.40 “**Rand value**” means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.41 “**Republic**” or “**RSA**” means the Republic of South Africa.
- 1.42 “**RFP**” means Request for Proposal.
- 1.43 “**RFT**” means Request for Tender.
- 1.44 “**RFQ**” means Request for Quotation.
- 1.45 “**SCC**” means the Special Conditions of Contract.

- 1.46 **“Secretary”** means the Secretary to Parliament.
- 1.47 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.48 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.52 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid can be accessed electronically from www.parliament.gov.za

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than **25%** of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of

the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such

termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services (SARS).

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART C4

SITE INFORMATION

C4 SITE INFORMATION

A topographical survey of the site was undertaken and its information is contained on the Tender Drawings supplied with this document.

The material encountered in the area of the proposed road is dominated by slightly moist, stiff, with residual dolerite in other sections.

The above paragraph is only given as a guideline and prospective Tenderers shall also acquaint themselves with the nature of ground and subsoil conditions.

Tenderers are expected to make their own assessment of the site, site access, geotechnical conditions, services etc. before submitting tenders. No claims for extension of time or additional compensation of any kind will be entertained if it is found (in the opinion of the Engineer) that such claims are the result of a lack of knowledge of the site conditions where such conditions could and would have been reasonably foreseen by a suitably qualified and competent person carrying out an investigation of the site.

Site Map