

# O. R. TAMBO DISTRICT MUNICIPALITY



**O.R. TAMBO  
DISTRICT MUNICIPALITY**

**PROJECT NO: MIS 409 944 A**

**DESCRIPTION: CONSTRUCTION OF NYANDENI WARD 5 A SANITATION  
MUNICIPAL INFRASTRUCTURE GRANT (MIG)**

**NOVEMBER 2023**

**Issued By:**

The Municipal Manager  
O. R Tambo District Municipality  
Private Bag X 6043  
MTHATHA  
5100

**Tel No:** (047) 501 6400

**Prepared By:**

The Infrastructure Water and Sanitation Services  
O. R. Tambo District Municipality  
Private Bag X 6043  
MTHATHA  
5100

**Tel No:** (047) 501 6425

**NAME OF BIDDER:** \_\_\_\_\_

**CSD SUPPLIER NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TENDER AMOUNT:** \_\_\_\_\_

## TENDERS ARE HEREBY INVITED FOR:

To ensure that your Tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and Tender rules contained in the Tender documents. Supporting documents must be sealed and externally endorsed **CONTRACT: MIS 409 944 A: CONSTRUCTION OF NYANDENI WARD 5 A SANITATION** and be submitted in the tender box, Ground Floor, O. R. Tambo District Municipality, Nelson Mandela Drive, O. R. Tambo House, Myezo, Mthatha, not later than the closing date and time as stated.

The lowest or any Bid will not necessarily be accepted, and the O. R. Tambo District Municipality reserves the right not to consider any Project Not suitably endorsed or comprehensively completed as well as the right to accept a Tender in whole or part. Tenders will be adjudicated in accordance with the Supply Chain Management Policy of the O. R. Tambo District Municipality.

The following documents must be completed, signed (where applicable) and submitted as a complete set:

Document		Colour of pages
Number	Heading	
T1.1	Project Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Documents for tender evaluation purposes	Yellow
C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data	Yellow
C1.3	Operational Health & Safety Specification	Yellow
C1.4	ORTDM Supply Chain Management Policy	Yellow
C2.1	Pricing Instructions	Yellow
C2.2	Activity Schedule	Yellow
C3	Scope of Work	Blue
C4	Site Information	Green
C5	Additional Relevant Documents	White

## T1.1 PROJECT NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced contractors who are registered with CIDB for the construction of **NYANDENI WARD 5 A SANITATION** within the Nyandeni Local Municipality.

Project Number	Name and Description	CIDB Grading
MIS 409 944 A	Construction of Nyandeni Ward 5 A Sanitation	5CE/GB or higher

A compulsory clarification meeting with representatives of the client will take place at **10H00 on Monday, 04 December 2023** at the Nyandeni Local Municipal Offices- Libode, before proceeding to site.

*The municipality will not repeat any matters already covered in the compulsory briefing meeting to the bidders who arrive more than 10 minutes late to the meeting, nor will it allow such bidders to complete the attendance register. Any bid received from a bidder who did not attend the briefing meeting and sign the attendance register will not be considered and will be returned to the bidder unopened.*

Bid documents must be downloaded on the e-Tender website ([www.etenders.gov.za](http://www.etenders.gov.za)) alternatively, on the O.R Tambo District Municipality's website ([www.ortambodm.gov.za](http://www.ortambodm.gov.za)) at no Cost.

Bids must be completed tenders in black ink, enclosed in a sealed envelope and clearly marked with the "**Project number, Project name and description**" must be placed in the tender box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than **12H00 Thursday, 14 December 2023**.

*It must be expressly understood that the Municipality does not accept no responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).*

Bids will be opened at the Supply Chain Management Unit, Ground Floor, O. R. Tambo House, Myezo, Mthatha. The Municipality reserves the right not to accept the only or lowest priced tender or any tender at all, or to accept the whole or part of any tender.

### **RETURNABLE DOCUMENTS TO BE SUBMITTED WITH THE BID:**

- Copy of business registration documents, as issued by CIPC.
- Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS

**NB: CERTIFICATION OF DOCUMENTS MUST NOT BE MORE THAN SIX (6) MONTHS FROM DATE CERTIFIED BY COMMISSIONER OF OATHS.**

### **THE BID WILL BE REJECTED IF THE BIDDER FAILS TO:**

- Complete fully the bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors.
- Proof of registration with CIDB
- Fill and properly sign the form of offer.
- Attach proof of registration with CSD.
- A copy of a valid lease agreement where the bidder does not own the property they are operating from.
- Proof of latest municipal rates and taxes statement **of the bidder** and **each company director** indicating that rates and taxes are not in arrears for more than 3 months.

- Proof of latest municipal water and sanitation charges statement **of the bidder** and **each company director** indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the **O. R. Tambo District Municipality area**.
- Confirmation of address from a ward councillor where the bidder and company directors operate and reside in a Peri-urban area where no rates, taxes, and service charges are not billed.
- Attach joint Venture Agreement or Consortium Agreement signed and initialled on each page (if applicable).
- Attach consolidated company registration documents, bank account, SARS Tax pin, CSD (for JV or Consortium)
- Attach audited annual financial statements of the bidding entity (for projects in excess of R10 million);
- Attach unaudited annual financial statements for close corporations, as required by the Close Corporations Act (if applicable).

### **EVALUATION OF BIDS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK REGULATIONS, 2022:**

**Tender submissions will be evaluated in three stages, namely:**

- Stage 1- Mandatory Requirements
- Stage 2- Minimum conditions of tender
- Stage 3 - Price and specific goals

Failure to meet the pre-qualification criteria will render a bid non-responsive, and such bid will be disqualified and not proceed to be evaluated further.

Item	Weight
<b>Stage 2 of Evaluation- Minimum conditions of tender</b>	<b>100</b>
• Company Experience with respect to similar projects	60
• Experience of key staff assigned to the contract	40
<b>Stage 3 of Evaluation- Price &amp; Specific Goal Points</b>	<b>100</b>
• Specific Goal Points	20
• Price	80

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed, or other form of tender will be accepted.

**Technical enquiries: Mr N Noto 047 501 6400 / 6425, or email: [nkosiyabon@ortambodm.gov.za](mailto:nkosiyabon@ortambodm.gov.za).** All

**Supply Chain Management enquiries** may be directed to Mr. S. Hopa, telephone number 047 501 6448 / 6449

or email: [sakhiwohopa@ortambodm.gov.za](mailto:sakhiwohopa@ortambodm.gov.za) during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

*Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality and the lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any Project Not suitably endorsed is fully reserved by the O. R. Tambo District Municipality. Joint Ventures and Consortium will only be considered provided they submit consolidated company registration documents, bank account, SARS Tax pin, CSD is prepared for every separate tender. An 80/20-point system shall apply where 80 points is for the price and 20 points is in terms of Specific Goal Points as follows:*

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points Allocated on 80/20 system</b>
The promotion of enterprises located in a specific region (O.R Tambo District): The Tenderer and Directors are based in the ORTDM region and pay their municipal rates and taxes	05
Promotion of 51% Black-owned enterprises	05
Promotion of 100% Women-owned enterprises	05
Promotion of Youth-owned enterprises	05

Tenderers must submit copies of all supporting documents necessary to prove conformance with Specific Goal criteria listed above in order to be eligible for Specific Goal points.

**Mr. P. B. Mase**  
**Municipal Manager**

## T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annexure F of the 30<sup>th</sup> January 2009 edition of the **CIDB Standard for Uniformity in Construction Procurement**. The Standard Conditions of Tender Procurements make several references to the Tender Data for details that apply specifically to the Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

*Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.*

Clause Number	
<b>F.1</b>	<b>General</b>
F.1.1	The Client is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha, 5100
F.1.2	The Tender documents issued by the Client comprise: <b>Tender</b> T1.1 Project Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract
	<b>Contract</b> <b>Part 1 : Agreements and Contract data</b> C1.1 Forms of Offer and Acceptance C1.2 Contract Data C1.3 Occupational health and safety specification C1.4 O. R. Tambo District Municipality's Health and Safety Specification <b>Part 2 : Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantities <b>Part 3 : Scope of Work</b> C3.1 Description of the Works C3.2 Applicable Standardised Specifications C3.3 Variations and Additions to the Standardised and Particular Specifications C3.5 Particular Specification Health and Safety C3.6 Particular Specification Environmental Management Plan C3.8 Contractors Report <b>Part 4: Site Information</b> C4 Site information <b>Part 5: Additional Relevant Documents</b> <b>Part 6: Contract Drawings</b>
F1.3	<b>Interpretation</b> 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 tender conditions.
F.1.4	<b>Communication:</b> Communication with all stakeholders shall be through the O. R. Tambo Municipality's District Engineer. Communication's shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer.

	Contact person: <b><i>Mr. Nkosiyabo Noto</i></b> Tel: 047 501 6400 / 6425	
F.1.5	<b>The employer's right to accept or reject any tender offer</b>	
F.1.5.1	<b>Reject or accept</b> 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 a cancellation and rejection but will give written reasons for such action upon written request to do so.	
F.1.6	<b>Procurement procedures</b>	
F.1.6.1	a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.	
F.2	<b>Tenderer's obligations</b>	
F.2.1.1	<b>Eligibility</b> Only those tenders who are registered with CIDB who have <b><i>5CE/GB or higher</i></b> or higher, and have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.	
F.2.1.2	<b>CIDB Grading</b> The required CIDB grading for this project is <b><i>5CE/GB or higher</i></b> .	
F.2.2	<b>Cost of tendering</b> Accept that the Employer will not compensate the tenderers 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	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	
F.2.4	<b>Confidentiality and copyright</b> 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	<b>Reference documents</b> 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.	
F2.6	<b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.	
F.2.7	The arrangements for a <b>compulsory clarification meeting</b> are:	
	<b>Date:</b> Monday, 04 December 2023 <b>Starting time:</b> 10h00	<b>Location:</b> Nyandeni Local Municipality, Libode Municipal Offices, then Proceed to Site
F.2.8	<b>Seek clarification</b> 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.	
F2.10	<b>Pricing the tender</b>	
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.	

F.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices
F.2.10.3	Provide rates and prices that are fixed for the duration of the Contract, and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
F.2.10.4	State the rates and prices in South African Rand
F2.11	<p><b>Alterations to documents</b></p> <p>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.</p>
F.2.12	<p><b>Alternative tender offers</b></p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.</p>
F.2.13.5	<p>The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p> <p><b>Location of Tender box:</b> Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape.</p> <p><b>Physical address:</b> O. R. Tambo House, Nelson Mandela Drive, Mthatha</p>
F.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>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.</p>
F.2.15	<p><b>Closing time</b></p> <p>The closing times for submission of Tenders are <b>12H00 on Thursday, 14 December 2023.</b></p>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will <b>not</b> be accepted.
F.2.16	<p><b>Tender offer validity</b></p> <p>The Tender offer validity period is 90 Days as stated in the tender data.</p>
F.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>The tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
F.2.18	<p><b>Provide other material</b></p> <p>The tenderer shall, when requested by the Employer to do so, Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>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.</p>
F2.20	<p><b>Submit securities, bonds, policies</b></p> <p>Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p><b>The tenderer is required to submit with his tender:</b></p> <p>(1) an original Tax Verification Pin issued by the South African Revenue Services; and</p> <p>(2) Certified copy of the original of all the Companies / CC Registration documents.</p> <p>(3) Joint Venture Agreement where applicable in CIDB format (signed &amp; initialed on each page).</p>



	<p>(4) Attach consolidated company registration documents, bank account, SARS Tax pin, CSD (for JV or Consortium)</p> <p>(5) Proof of registration with CIDB</p> <p>(6) Certified copies of the original ID copies of Members of the companies.</p> <p>(7) Proof of Registration with National Treasury's Central Supplier Database (CSD).</p> <p>(8) Proof of Latest Municipal Rates indicating that Rates and Taxes are not in Arrears for more than three months</p> <p>(9) Proof of Latest Municipal Water Bill indicating that Water Bill is not in arrears for more than three months</p>
F.3	<b>The employer's undertakings</b>
F.3.1	<b>Respond to requests from the tenderer</b>
F.3.1.1	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	<p><b>Issue Addenda</b></p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until 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, shall then notify all tenderers who drew documents.</p>
F.3.4	<b>Opening of tender submissions</b>
F.3.4.1	The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
F.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
F.3.4.3	The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.
F.3.6	<p><b>Non-disclosure</b></p> <p>The client shall 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.</p>
F.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p>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.</p>
F3.9	<b>Arithmetical errors, omissions and discrepancies</b>
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	<p>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:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p>

	<p>i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p>ii) The summation of the prices.</p>
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4	<p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>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.</p> <p>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.</p>
F.3.10	<p><b>Clarification of a tender offer</b></p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
F3.11	<p><b>Evaluation of tender offers</b></p> <p><i>Replace the contents of the entire sub-clause with the following:</i></p> <p>Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality. The Municipality reserves the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed. Joint Ventures and Consortium will only be considered provided they submit consolidated company registration documents, bank account, SARS Tax pin, CSD is prepared for every separate tender. The bid will be awarded to the bidder who has scored the highest points for price and specific goals combined <b>BUT</b> the prerequisite will be to obtain at least <b>70 points</b> for minimum conditions of tender, which will be explained in Stage 2 below.</p> <p>Nevertheless, O. R. Tambo District Municipality retains the right to accept any bid.</p> <p><b>C. First stage in evaluation: Mandatory requirements</b></p> <p>The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular, the following documentation must be completed and/or included within the bid.</p> <ul style="list-style-type: none"> <li>• The form of Offer and acceptance</li> <li>• Audited financial statements for any tender price over R10million</li> <li>• Certified company registration documents and ID of members</li> <li>• Form C: Compulsory Enterprise Questionnaire</li> <li>• Form D: Certificate of Authority for Signature</li> <li>• Form E: Amendments, Qualifications and Alternatives</li> <li>• Form H: Certificate of Good Standing</li> <li>• Form I: Relevant experience</li> <li>• Form J: Details of key staff and CVs</li> <li>• Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>• All information supporting the above forms such as Curricula Vitae of staff who will work on the project and their functions, details of ownership, relevant experience etc.</li> <li>• Addenda issued during the bid period, if any.</li> <li>• The pricing schedules</li> </ul>

Failure to supply the required information will compromise the bid

**D. Next Stage in Evaluation: Minimum conditions of tender; Price & Specific goals**

The next state in the evaluation process will consist of three stages, as follows:

**STAGE 2: MINIMUM CONDITIONS OF TENDER**

ITEM	WEIGHT
Minimum conditions of tender (see detailed criteria below)	100
• Experience with respect to similar projects	60
• Experience of key staff assigned to the contract	40

Only bidders who score **70 points or more** on stage 2 will be evaluated further and therefore eligible for award.

The maximum score for minimum conditions of tender shall be 100, distributed as follows:

	Minimum conditions of tender	Maximum tender evaluation points provided
<b>B1.1</b>	<b>Experience on similar projects:</b> Copies of Certificate of Completion MUST be submitted with the bid. No points will be awarded where Certificates of Completion have not been submitted with the Bid. If the value of completed project is not reflected on the certificate, provide contractor's appointment or letter from the client with values.	<b>60</b>
	Tenderer has completed at least Four water-borne sewer and/or VIP Toilets Contracts which totals the contracts to a value of at least of R 15 million.	60
	Tenderer has completed at least three water-borne sewer and/or VIP Toilets projects, which totals the contracts to a value of at least of R 12 million.	40
	Tenderer has completed at least two water-borne sewer and/or VIP Toilets projects, which totals the contracts to a value of at least of R 10 million.	20
	No previous water projects completed, or completed projects	0
<b>B1.2</b>	<b>Experience of key personnel (NB no key personnel member may be assigned more than one duty on the Contract, i.e., different personnel must be assigned for each of the following key positions) Contracts Manager = National Diploma Civil Engineering or Built Environment, Site Agent = NQF Level 6 or Equivalent and Foreman = NQF Level 3 or Equivalent. Attach Curriculum Vitae and Qualifications.</b>	<b>40</b>
	Favourable previous experience in the Built Environment with a minimum of 5 years; <b>Contracts Manager</b> = 20 points, 3-4 years = 16 points & 1-2 years = 10 points.	20
	Favourable previous experience in the Built Environment with a minimum of 5 years; <b>Site Agent</b> = 12 points, 3-4 years = 10 points & 1-2 years = 8 points.	12

	Favourable previous experience in the Built Environment with a minimum of 5 years; <b>Foreman</b> = 8 points, 3-4 years = 6 points & 1-2 years = 4 points.	8
	Contractor failed to provide evidence of qualification and experience.	0
	<b>TOTAL</b>	<b>100</b>

**STAGE 3: EVALUATION FOR PRICE AND SPECIFIC GOALS (80/20)**

The procedure for Stage 3 of evaluation of responsive tenders is **Method 2**

- a) PRICE..... 80**
- b) SPECIFIC GOAL POINTS: ..... 20**

**Points Awarded for Price (Ps)**

A total of 80 points will be awarded to the Tenderer with the lowest balanced price. The **other tenders will be awarded points on the ratio to benchmark price as follows:**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Rand value of bid under consideration
- Pmin = Rand value of lowest acceptable bid

**a) Points awarded for Specific Goal Points**

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal Points contribution in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points Allocated on 80/20 system
The promotion of enterprises located in a specific region (O.R Tambo District): The Tenderer and Directors are based in the ORTDM region and pay their municipal rates and taxes	05
Promotion of 51% Black-owned enterprises	05
Promotion of 100% Women-owned enterprises	05
Promotion of Youth-owned enterprises	05

The total calculated points will be rounded to the second decimal place.

**F.3.13 Acceptance of tender offer**

F3.13.1 Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence,

	<p>financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,</p> <p>c) has the legal capacity to enter into the contract,</p> <p>d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</p> <p>e) complies with the legal requirements, if any, stated in the tender data, and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
	<p>Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.</p>
F.3.14	<p><b>Notice to unsuccessful tenderers</b></p> <p>After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in O.R Tambo District Municipality's website: <a href="http://www.ortambodm.gov.za">www.ortambodm.gov.za</a> by listing the successful tender.</p>
F.3.15	<p><b>Prepare contract documents</b></p> <p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <p>a) addenda issued during the tender period,</p> <p>b) inclusion of some of the returnable documents,</p> <p>c) other revisions agreed between the employer and the successful tenderer, and</p> <p>d) The schedule of deviations attached to the form of offer and acceptance, if any.</p>
F.3.16	<p><b>Issue final contract</b></p> <p>Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).</p>

## T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

<b>T2.2 Returnable Documents required for Tender evaluation purposes</b>		
1	Form 2.2.1	General Information of the Tenderer
2	Form 2.2.2	Authority for Signatory
3	Form 2.2.3	Schedule of Previous Experience
4	Form 2.2.4	Schedule of Current Projects
5	Form 2.2.5	Declaration of good standing regarding tax
6	Form 2.2.6	Certificate of Attendance at Site Meeting
7	Form 2.2.7	Proposed Key Personnel
8	Form 2.2.8	Schedule Equipment to be used
9	Form 2.2.9	Schedule of Proposed Sub-Contractors
10	Form 2.2.10	Financial References

<b>T2.3 Returnable Documents that will be incorporated into the contract</b>		
1	Form 2.3.1	Record of Addenda to Tender Documents
2	Form 2.3.2	Procurement Form

## **T2.2 RETURNABLE DOCUMENTS**

### **RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

Form 2.2.1	General Information of Tenderer
Form 2.2.2	Authority of Signatory
Form 2.2.3	Schedule of Previous Experience
Form 2.2.4	Schedule of Current Projects
Form 2.2.5	Declaration of good standing regarding tax
Form 2.2.6	Registration on the Central Supplier Database
Form 2.2.7	Certificate of Attendance at Site Meeting
Form 2.2.8	Proposed Key Personnel
Form 2.2.9	Schedule of Proposed Sub-consultants
Form 2.2.10	Financial References
Form 2.2.11	Declaration of interest

## FORM 2.2.1 GENERAL INFORMATION OF TENDERER

1. **Name of Tenderer:** .....

2. **Contact details**

Address : .....

Tel no : .....

Fax no : .....

Cell no : .....

E-mail address: .....

3. **Legal entity: Mark with an X.**

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. **Income tax reference number:** .....

(in case of a joint venture, provide for all joint venture members)

5. **Municipal services area where the enterprise is registered:** .....

(in case of a joint venture, provide for all joint venture members)

6. **Company / close corporation Registration Number:** .....

(in case of a joint venture, provide for all joint venture members)

7. **VAT Registration number:** .....

(in case of a joint venture, provide for all joint venture members)

8. **CIDB registration number:** .....

(in case of a joint venture, provide for all joint venture members)



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## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

1. For Closed Corporations

**Certified copies of CK1 or CK2 as applicable (Founding Statement)**

2. For Companies

**Certified copies of Shareholders register**

3. ID copies

**Certified ID Copies for members**

4. CIDB registration

**Proof of registration with CIDB**

5. CSD registration

**Proof of registration with Central Supplier Database**

6. For Joint Venture Agreements

**Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.**

7. Copy of the latest municipal service account where enterprise is registered

8. Director's / Shareholder's Municipal Rates

9. Specific Goal Points Contribution

10. Central Supplier Database Summary Report

**FORM 2.2.2 AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name : .....

Contact number : .....

Office address : .....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date).....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract

Number .....and any Contract which may arise

there from on behalf of .....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

**FORM 2.2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by joint ventures.

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.

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORIZED SIGNATORY</b>
Lead partner  CIDB registration no ..... ....		Signature..... .. Name ....., Designation..... ...
  CIDB registration no ..... ....		Signature..... .. Name ....., Designation..... ...
  CIDB registration no ..... ....		Signature..... .. Name ....., Designation..... ...
  CIDB registration no ..... ....		Signature..... .. Name ....., Designation..... ...

**ATTACH HERETO THE DULY SIGNED AND DATED  
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF  
SIGNATORY ON COMPANY LETTERHEAD**







**ATTACH ORIGINAL / COPY**  
**VALID TAX VERIFICATION PIN**



**FORM 2.2.6 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE**

Attach proof of registration with the Central Supplier Database. **This information is material to the award of the Contract.**

**ATTACHED CERTIFICATE PROOF OF REGISTRATION ON THE NATIONAL CENTRAL SUPPLIER DATABASE**

**FORM 2.2.7 CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that I, ..... (Name) duly authorised representative of .....(Tenderer)

Address: .....

Date: ..... Visited the site on .....(date) in the presence of .....(Engineer)

**I have made myself familiar with the sites and all the local conditions likely to influence the work and the cost thereof.**

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

\_\_\_\_\_  
REPRESENTATIVE OF TENDERER

\_\_\_\_\_  
REPRESENTATIVE OF EMPLOYER





## FORM 2.2.10 FINANCIAL REFERENCES

### FINANCIAL STATEMENTS

I/We agree to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

### DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>									
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc)</i>									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 100px;">0-6 months</td> <td style="width: 40px;"><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table> <span style="margin-left: 20px;">(Tick which is appropriate)</span>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer: ..... Date: .....

Signature: .....

Full name of signatory: .....

**ATTACH AUDITED**  
**FINANCIAL STATEMENTS**

**FORM 2.2.11 MUNICIPAL BIDDING DOCUMENTS****MBD 1****PART A  
INVITATION TO BID**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF *O. R. TAMBO DISTRICT MUNICIPALITY*

BID NUMBER:	MIS 409 944 A	CLOSING DATE:	14 DECEMBER 2023	CLOSING TIME:	12.00PM
-------------	---------------	---------------	------------------	---------------	---------

DESCRIPTION:	CONSTRUCTION OF NYANDENI WARD 5 A SANITATION
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

TENDER BOX, GROUND FLOOR, O. R. TAMBO DISTRICT MUNICIPALITY BUILDING

NELSON MANDELA DRIVE

MYEZO PARK

MTHATHA

EASTERN CAPE

**SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS

TCS PIN:

CSD No:

STATEMENT OF RATES AND TAXES OF THE BIDDER

 Yes No

STATEMENT OF RATES AND TAXES OF THE COMPANY

 Yes No

[STATEMENT OF RATES AND TAXES OF THE BIDDER AND OF THE COMPANY/ LEASE AGREEMENT FOR LEASED PROPERTY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS ]

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

 Yes No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

 Yes No

[IF YES, ANSWER PART B:3 ]

TOTAL NUMBER OF ITEMS OFFERED

TOTAL BID PRICE

R

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT

SCM DEPARTMENT

CONTACT PERSON

MR. N. NOTO

CONTACT PERSON

MR. SAKHIWO HOPA

TELEPHONE NUMBER

047 501 6425

TELEPHONE NUMBER

047 501 6449

FACSIMILE NUMBER

N/A

FACSIMILE NUMBER

N/A

E-MAIL ADDRESS

[nkosiyabon@ortambodm.gov.za](mailto:nkosiyabon@ortambodm.gov.za)

E-MAIL ADDRESS

[sakhiwoh@ortambodm.org.za](mailto:sakhiwoh@ortambodm.org.za)

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish articular.....  
.....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

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

3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**

3.9.1 If yes, furnish particulars  
.....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars .....  
.....

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

3.11.1 If yes, furnish particulars.....  
 .....

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

3.12.1 If yes, furnish particular .....  
 .....

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

3.13.1 If yes, furnish particulars.....  
 .....

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

3.14.1 If yes, furnish particulars.....  
 .....

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

Full name	Identity number	State employee number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
1.	Are you by law required to prepare annual financial statements?		
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years.		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide details: ..... ..... ..... ..... .....		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?		
3.1	If yes, provide details:		

	<p>.....</p> <p>.....</p> <p>.....</p>
--	--

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
4.	Will any portion of the goods of services be sourced from outside the Republic, and if so, what portion, and whether any portion of payment from the municipality is expected to be transferred outside of the Republic?		
4.1	If yes, provide details: ..... ..... .....		

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The highest acceptable tender will be used to determine the accurate system once tenders are received.
- c) The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOAL POINTS</b>	<b>20</b>
<b>Total Points For Price and Specific Goal Points</b>	<b>100</b>

- 1.3 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.4 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) **“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 points is allocated for price on the following basis:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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:

The specific goals allocated points in terms of this tender	Number of points Allocated on 80/20 system
The promotion of enterprises located in a specific region (O.R Tambo District): The Tenderer and Directors are based in the ORTDM region and pay their municipal rates and taxes	05
Promotion of 51% Black-owned enterprises	05
Promotion of 100% Women-owned enterprises	05
Promotion of Youth-owned enterprises	05

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

company/ firm for the preference(s) shown and I acknowledge that:

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....



**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p><b>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?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<b>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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: **PROJECT NO.: MIS 409 944 A: CONSTRUCTION OF NYANDENI WARD 5 A SANITATION** in response to the invitation for the bid made by: **O. R. TAMBO DISTRICT MUNICIPALITY** do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

*<sup>3</sup> 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

---

## **T2.3 RETURNABLE DOCUMENTS**

### **RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

Form 2.3.1 Record of Addenda to Tender Documents

Form 2.3.2 Procurement Form

**FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS**

(Addenda received from Engineer for amendments on Tender Documentation)

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

Name of Tenderer: .....

Date:

Signature : .....

Full name of signatory: .....

## FORM 2.3.2      PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

### DEFINITIONS

“**Acceptable Tender**” means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Supply Chain Management of Council.

“**Council**” refers to the O. R. TAMBO DISTRICT Municipality.

“**Equity ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise and they are involved in the day to day running of the Company.

“**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

“**Historically disadvantaged individuals (HDIs)**” means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

“**SMME’s**” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME’s for different economic sectors.

Tenders are adjudicated in terms of ORTDM Procurement Policy, and the following framework is provided as a guideline in this regard.

#### 1. Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- A Tax Verification Pin. (**Only valid tax verification pin** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. Pencil.



- 
- Failure to attend compulsory site inspections
  - The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
  - No authority for signatory submitted.
  - Form of Offer not completed.
  - Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
  - The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
  - The Tender has been submitted after the relevant closing date and time
  - Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (ORTDM) and the undersigned.
  - If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
  - If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

## 2. Size of enterprise and current workload

Evaluation of the Tenderer’s position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

## 3. Staffing profile

Evaluation of the Tenderer’s position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

## 4. Financial ability to execute the contract:

Evaluation of the Tenderer’s financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender’s bank manager to assess the Tenderer’s financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

## 5. Good standing with SA Revenue Services

- Determine whether an original valid tax verification pin has been submitted.
- The Tenderer must affix an original valid Tax Verification Pin to page T2.2.9 of the Tender document.

## 6. Penalties

The O. R. Tambo District Municipality will if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the

performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the suppliers, its shareholders and directors on obtaining any business from the O. R. Tambo District Municipality for a period of 5 years.

### **DECLARATION**

I/We the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, certifies that the items mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the O. R. Tambo District Municipality that the claims are correct.

If the claims are found to be inflated, the O. R. Tambo District Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the O. R. Tambo District Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the O. R. Tambo District Municipality may suffer by having to make less favourable arrangements after such cancellation.

#### **Signature of Tenderer**

Signed at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

---

For the tenderer

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

## C: AGREEMENTS AND CONTRACT DATA

CONTRACT NUMBER      **MIS 409 944 A:**

BETWEEN                O. R. TAMBO DISTRICT MUNICIPALITY

AND

---

FOR THE                 THE CONSTRUCTION OF **NYANDENI WARD 5 A SANITATION**

Document Reference	Title	Page
	This cover page	54
Part C1	Agreements & Contract Data	55
Part C2	Pricing Data	86
Part C3	Scope of Work	96
Part C4	Site Information	110
Part C5	Drawings	111
Part C6	Health and Safety Specification	110

**C1 AGREEMENTS AND CONTRACT DATA**

<b>Document Reference</b>	<b>Title</b>	<b>Page</b>
	This cover page	55
Part C1.1	Form of Offer and Acceptance	56
Part C1.2	Contract Data	60
Part C1.3	Form of Performance Guarantee	74
Part C1.4	Labour Intensive Terms and Conditions	77
Part C1.5	Monthly Reporting	84
Part C1.6	Supply Chain Management Policy	85

**FORM C1.1 FORM OF OFFER AND ACCEPTANCE**

**FORM OF OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PROJECT: MIS 409 944 A: CONSTRUCTION OF NYANDENI WARD 5 A SANITATION.**

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....  
.....  
..... Rand (in words); R ..... (in figures).

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_  
(Name and address of organisation)

Name & Signature  
Of Witness \_\_\_\_\_  
Name Date

**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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Relevant Documentation
- Part 6 Contract Drawings

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data, including the proposed key personnel and any addenda thereto 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, which must be duly signed by the authorised representative(s) of both parties.

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 t

he Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. 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 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(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date

---

## SCHEDULE OF DEVIATIONS

**Notes:**

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

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**5 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**6 Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, 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 change 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.

**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_



**FORM C1.2 CONTRACT DATA**

<b>Document Reference</b>	<b>Title</b>	<b>Page</b>
	This cover page	58
Form C1.2.1	Contract Data Provided by The <i>Employer</i>	59
Form C1.2.2	Contract Data Provided by The <i>Contractor</i>	64
Form C1.2.3	Special Conditions of Contract	66

**Part C1.2.2 Data Provided by The Employer****Notes to Tenderer:**

1. The Tenderer is not required to complete this data in full.
2. Please read both the General Conditions of Contract for Construction Works, Third Edition, 2015. (GCC 2015) and the relevant parts of its Guidance Notes to understand the implications of this Data which the tenderer is required to complete.
3. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering [www.saice.org.za](http://www.saice.org.za)
4. The number of the clause which requires the data is shown in the left-hand column for each statement; however, other clauses may also use the same data
5. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.
6. The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.
7. The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies
8. The following contract specific data are applicable to this Contract:

<b>Clause</b>	<b>Statement</b>	<b>Data</b>
	The <i>conditions of contract</i> are	the General Conditions of Contract for Construction Works, Third Edition, 2015. (GCC 2015)
<b>1</b>		<b>General</b>
1.1.1.13	<i>Defects Liability Period</i> is	<b>6 months</b> after the Practical Completion Date
1.1.1.14	<i>Due Completion Date</i> is	<b>6 months</b> from the access date (as described in clause 5.4.1)
1.1.1.15	The <i>Employer</i> is	O. R. Tambo District Municipality
1.1.1.16	The <i>Employer's Agent</i>	To which this <i>Contract</i> relates shall be the delegated individual specified in writing by the Employer within seven days of the commencement date.
1.1.1.17	The <i>Employer's Agent Representative</i>	To which this <i>Contract</i> relates shall be the delegated individual specified in writing by the Employer's Agent within seven (7) days of the commencement date.
1.1.1.26	The <i>Pricing Strategy</i> is	A <i>re-measurement contract</i>
1.1.1.29	The <i>Site</i> is	All villages within the boundaries of <b>Nyandeni Ward 5 A</b>
1.1.1.30	The <i>Site Information</i> is	Specified in Part C4 : Site Information of this document
1.1.1.33	The <i>Works</i> are	Specified in Part C3: Employer's Works Information of this document

1.2.1	<b>The <i>Employer's</i> delivery address is</b>	
	Physical Address	O. R. Tambo House Nelson Mandela Drive Mthatha 5100
	Postal Address	Private Bag X 6043 Mthatha 5100
	Email Address	Shall be specified by the <i>Employer</i> within seven days of the commencement date.
1.2.1	The <i>Employer's</i> Agent's delivery address	shall be specified by the <i>Employer</i> within seven days of the commencement date.
1.3.2	The law of the contract is the law of	the Republic of South Africa that applies to agreements executed and wholly performed within the Republic of South Africa
1.3.3	The <i>language of this Contract</i> is	English
<b>3</b>		<b>Employer's Agent</b>
3.2.3	The <i>Employer's Agent</i> shall first consult and obtain specific approval from the Employer	from the <i>delegated Principal Consultant, Likhithanande Engineers</i> , prior to executing any of its functions or duties, with respect to following clauses: 1. all the <i>Employer Agent's</i> actions as contemplated in Clause 3.3.1 2. all the <i>Employer Agent's</i> actions as contemplated in Clause 3.3.4 3. all the <i>Employer Agent's</i> actions as contemplated in Clause 5.11.1 4. all the <i>Employer Agent's</i> actions as contemplated in Clause 5.12.4 5. all the <i>Employer Agent's</i> actions as contemplated in Clause 6.4.1 6. all the <i>Employer Agent's</i> actions as contemplated in Clause 6.6.3 7. all the <i>Employer Agent's</i> actions as contemplated in Clause 10.1.5 8. all the <i>Employer Agent's</i> actions as contemplated in Clause 10.2.3
3.2.4	The <i>Employer's Agent</i> for Health and Safety	to which this Contract relates shall be the delegated individual specified in writing by the Employer's Agent within seven days of the commencement date.
3.2.4	The <i>Employer's Agent</i> for Social Facilitation	to which this Contract relates shall be the delegated individual specified in writing by the Employer's Agent within seven days of the commencement date.
<b>5</b>		<b>Time and Related Matters</b>
5.1.1	The special non-working days set out in the <i>Contract</i> are	the following: 1. South African Public Holidays, and 2. annual builders' holiday traditionally starts on or around 16 December and ends in the second week of January.

5.3.1	The <i>Engineer's Agent</i> shall issue an instruction to the Contractor to commence with the Work	On approval of the following documentation: <ol style="list-style-type: none"> <li>1. Design Package</li> <li>2. Health and Safety Plan</li> <li>3. OHS Agreement</li> <li>4. Department of Labour (DoL) notification of construction work</li> <li>5. Initial Programme</li> <li>6. Letter of Good Standing</li> <li>7. Performance Guarantee</li> <li>8. Insurance for the Works</li> </ol> Which will be within 7 days after the approval of the Documentation required from the Contractor
5.3.2	The Contractor is to submit the documentation stipulated in clause 5.3.1	Within 7 days of the Commencement Date
5.4.1	Access to and possession to the Site	is granted on the date of the site handover meeting which should occur no later than Seven (7) days after Employer's Agent's instruction to commence carrying out the Works referred to in Clause 5.3.1.
5.7.1	Rate of Progress	Where the Rate of Progress falls behind the approved Programme of Works by three months, the Employer may terminate the contract giving a five days' notice
5.8.1	The non-working days set out in the <i>Contract</i> are	weekends
	The special non-working days set out in the <i>Contract</i> are	the following: <ol style="list-style-type: none"> <li>1. all South African gazetted public holidays, and</li> <li>2. annual builders' holiday traditionally starts on or around 16 December and ends in the second week of January. The year-end builders' holiday does not exceed 15 working days in duration</li> </ol>
5.13.1	The penalty for delay or late completion is	R1,500 per day
5.14.1	Practical Completion is achieved	as specified in Part C3: Employer's Works Information of this document, which is: <ol style="list-style-type: none"> <li>1) when all happy letters have been signed by the <i>Employer's Agent's Representative</i>, <i>Contractor</i>, and <i>Employer's Agent for Institutional Social Development</i> and the household beneficiary for the whole of the Works.</li> <li>2) the Contractor has removed the <i>Contractor's</i> and <i>Engineers</i> facilities, including any excess materials or waste from the Site</li> </ol>
<b>6</b>		<b>Payment and related matters</b>
6.2.1	<b><i>The performance guarantee</i></b> for liability of the <i>Contractor</i> for claims made against the <i>Contractor</i> arising out of the <i>Contractor's</i>	<b>10% of the Contract Price</b>

	failure to deliver the requested <i>Works</i> per the standards, practices, methods and procedures conforming to applicable laws and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstance is	
6.2.2	The security of ten percent retention of the value of the <i>Works</i>	<i>shall be deducted from the Contractor's first three payment certificates in equal increments as per the SCM Policy.</i>
6.8.2	Contract Price Adjustment Factor	is not applicable for this contract
6.10.1.5	The advance payment percentage limit for plant and materials delivered to <i>Site</i> but not yet built into the <i>Permanent Works</i> is	<b>0% of the value of the materials.</b>
6.10.1.5	The advance payment percentage limit for plant and materials not yet supplied to <i>Site</i>	is not applicable for this contract
6.10.3	The percentage retention is	<b>10% of the value of the Works</b>
6.10.3	The limit of retention money is	<b>5% of the value of the Works</b>
<b>8</b>		<b>Risks and related matters</b>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is	NIL
8.6.1.1.3	The minimum limit of professional indemnity for claims made against the Contractor arising out of his failure to use the skill and care normally used by professionals providing design services similar to the <i>Works</i>	NIL
8.6.1.3	The minimum limit of indemnity for insurance in respect of loss of or property damage (except for the <i>Works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this <i>Contract</i> for any one event is:	R5,000,000
8.6.1.5	a) The minimum limit of indemnity for insurance in respect of loss of or damage to the <i>Works</i> , Plant and Materials	the replacement cost thereof.
	b) The minimum limit of indemnity for insurance in respect of the death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this <i>Contract</i> for any one event is	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common-law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R1 000 000 (One Million South African Rand).
<b>10</b>		<b>Claims and disputes</b>
10.5.3	The Adjudication Board shall consist of	one (1) member
10.7.1	The determination of disputes shall be by arbitration	

10.7.2	The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Mthatha
	The person who shall choose an arbitrator	the Chairman of the Association of Arbitrators ( <a href="http://www.arbitrators.co.za">www.arbitrators.co.za</a> ) or its successor body.

**Part C1.2.3 Data Provided by The Contractor****Notes to Tenderer:**

9. The Tenderer is required to complete this data in full.
10. Please read both the General Conditions of Contract for Construction Works, Third Edition, 2015. (GCC 2015) and the relevant parts of its Guidance Notes to understand the implications of this Data which the tenderer is required to complete.
11. The number of the clause which requires the data is shown in the left-hand column for each statement; however, other clauses may also use the same data

Clause	Statement	Data
	The <i>conditions of contract</i> are	the General Conditions of Contract for Construction Works, Third Edition, 2015. (GCC 2015)
<b>1</b>		<b>General</b>
1.1.1.9	<i>The Contractor</i> is	
1.2.1	The <i>Contractor's</i> delivery address is	
	Physical Address	
	Postal Address	
	Email Address	
<b>4</b>		<b>Contractor's General Obligations</b>
4.4.2	The <i>Contractor</i> must Sub-Contract any parts of the Contract.	To which this Contract relates shall be the <b>minimum of 0% of the Value of the Works</b> that must be Sub-Contracted to a Local SMME or the Designated Groups as agreed during the Procurement of the Sub-Contractors.
4.10.2	The Contractor shall provide monthly reports outlining compliance with	site progress and Employer's CPG and EPWP objectives at intervals specified in Part C3: Employer's Works Information of this document.
4.11.1	The <i>Contractor's</i> Competent Employees are:	
	Title	<b>Construction Manager</b>
	Name	
	Qualifications	
	Tel No	
	Email	

	Title	<b>Site Agent</b>
	Name	
	Qualifications	
	Tel No	
	Email	
	Title	<b>Construction Site Foreman</b>
	Name	
	Qualifications	
	Tel No	
	Email	
	Title	<b>Safety Officer</b>
	Name	
	Qualifications	
	Tel No	
	Email	
	SACPMP Registration Number	
4.12.2	Contractor's Superintendence:	The Contractor's <b>Site Agent, Site Foreman</b> and <b>Safety Officer MUST</b> be on site at all times when work is being performed. No work may be performed without these persons being on site.
<b>Should the Contractor decide to use other Personnel rather than the one's listed above, must do it in writing, and the proposed Personnel must have the same or very similar Qualifications and Experience.</b>		
<b>6</b>	<b>Security</b>	
6.2.1	The security to be provided by the Contractor shall be one of the following:	
	<b>Type of security</b>	<b>Select (Tick)</b>
	1. Cash Deposit of 10% of the Contract Sum plus retention of 5% of the value of Works	
	2. Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 5% of the value of Works	



### Part C1.4 Special Conditions of Contract

**Notes to Tenderer:**

1. Particular Conditions of the Contract defines conditions that are specific to a Project.
2. The Particular Conditions of the Contract are used for addition/ omission and change of General Conditions of the Contract.
3. The number of the clause which requires the data is shown in the left-hand column for each statement; however, other clauses may also use the same data

Clause	Statement	Data
<b>Amendment of GCC 2015 Clauses</b>		
1.3.7	<i>Employer's SCM Policy</i>	
	<i>Insertion of additional clause</i>	<p>The parties agree that this contract shall be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised.</p> <p>Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy</p>
2.4.1	<i>Ambiguity and discrepancy</i>	
	Insertion of additional wording:	<p>All parts of the Contract should be read together and that their original purpose is to be mutually explanatory. However, if there is a discrepancy between the information provided, the order of priority of contract documents is as stated below:</p> <ol style="list-style-type: none"> <li>1. the Contract Agreement</li> <li>2. the Letter of Acceptance (this is the formal acceptance of the contractor's tender and usually presents the point in time when Contractual Parties enter the Contract),</li> <li>3. the Contract Data,</li> <li>4. the Particular Conditions of the Contract</li> <li>5. the General Conditions of the Contract,</li> <li>6. the Specification,</li> <li>7. the Drawings, and</li> <li>8. the Schedules and any other document forming part of the Contract</li> </ol> <p>In the event of a discrepancy or ambiguity, the document of higher priority takes precedence.</p>
2.5.1	<i>Assignment</i>	
	Delete wording and replace with the following:	<p>The Employer will, at all times, be entitled to cede its rights and/or delegate its obligations under this Contract and/or assign this Contract to any financier and/or nominee of any financier of the Employer for purposes of the programme. Any cession and/or delegation and/or assignment by the Employer to any such financier or nominee of any financier is expressly permitted. The Contractor shall, if requested thereto by the Employer</p>

		and/or any such financier, sign a separate authority giving effect to the aforementioned in such form as the Employer and/or any financier of the Employer may reasonably require								
		The Employer will, at all times, be entitled to cede its rights and/or delegate its obligations under this Contract and/or assign this Contract to any financier and/or nominee of any financier of the Employer for purposes of the programme. Any cession and/or delegation and/or assignment by the Employer to any such financier or nominee of any financier is expressly permitted. The Contractor shall, if requested thereto by the Employer and/or any such financier, sign a separate authority giving effect to the aforementioned in such form as the Employer and/or any financier of the Employer may reasonably require								
		The Contractor shall not be entitled to cede any of its rights and/or delegate any of its obligations under this Contract to any person without the prior written consent of the Employer.								
5.4.1	Access to and possession of Site									
	Insertion of additional wording:	<p>The Employer allows access to, possession and use of each part of the Site to the Contractor which is necessary for the work included in this contract. The Employer shall grant access and use of the Site no later than seven days after Employer's Agent's instruction to commence with the Works.</p> <p>If the Employer does not give the Contractor access to, possession and use of the Site within seven days of the Employer's Agent instruction to commence with the Works, access to, possession and use of the Site shall be as the date when Employer's Agent instructed the Contractor to commence with the Works.</p>								
5.12.2.2	Some reasons for extension of time									
	Insertion of additional wording:	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working dates listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of clause 5.12</p> <p>The number of days quoted below shall be regarded as fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work</p> <table border="1" data-bbox="751 1877 1453 2078"> <tr> <td>January</td> <td>6 days</td> </tr> <tr> <td>February</td> <td>5 days</td> </tr> <tr> <td>March</td> <td>4 days</td> </tr> <tr> <td>April</td> <td>3 days</td> </tr> </table>	January	6 days	February	5 days	March	4 days	April	3 days
January	6 days									
February	5 days									
March	4 days									
April	3 days									

		<table border="1"> <tr> <td>May</td> <td>3 days</td> </tr> <tr> <td>June</td> <td>3 days</td> </tr> <tr> <td>July</td> <td>3 days</td> </tr> <tr> <td>August</td> <td>3 days</td> </tr> <tr> <td>September</td> <td>3 days</td> </tr> <tr> <td>October</td> <td>4 days</td> </tr> <tr> <td>November</td> <td>5 days</td> </tr> <tr> <td>December</td> <td>6 days</td> </tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.</p> <p>It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be considered.</p>	May	3 days	June	3 days	July	3 days	August	3 days	September	3 days	October	4 days	November	5 days	December	6 days
May	3 days																	
June	3 days																	
July	3 days																	
August	3 days																	
September	3 days																	
October	4 days																	
November	5 days																	
December	6 days																	
9.2.1	<i>Termination by the Employer</i>																	
	Insertion of additional wording																	
	9.2.1.3.9	Has substantially broken a health or safety regulation.																
	9.2.1.3.10	Failure to obtain access to Site due to non-compliant documentation as stated in clause 5.3.1																
	9.2.1.3.11	Has failed to provide or update the required insurances within the prescribed time																
	9.2.1.4	Where the <i>Works</i> are no longer required																
	9.2.1.5	Where the funding for the <i>Works</i> is no longer available																
	9.2.1.6	An event occurs that stops the Contractor from completing the works by the date shown on the Accepted Programme and is forecast to delay Completion by more than 13 weeks																
	9.2.1.7	The Service Provider becomes insolvent or Liquidated																
	9.2.1.8	If as a result of Force Majeure, the Service provider is unable to perform part or the whole service for a period of thirty 30 days.																
<b>SCC1</b>		<b>Right of Retention</b>																
SCC1.1	The <i>Contractor</i> hereby waives and abandons any and all lien and/or any other right of retention that the <i>Contractor</i> now has or in future may have, in terms of the Contract, the common law or otherwise, in respect of the works, the Site or any property belonging to the <i>Employer</i> and shall under no circumstances be entitled to withhold delivery of the same to the <i>Employer</i> . The <i>Contractor</i> warrants that all Subcontractors shall, mutatis mutandis, waive and abandon any such Subcontractor's lien or any other right of retention, in favour of the <i>Employer</i> .																	

SCC2	Joint Ventures	
SCC2.1	Suppose the <i>Contractor</i> constitutes a joint venture, consortium, or other unincorporated groupings of two or more persons or organisations. In that case, these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this <i>Contract</i> .	
SCC2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Employer's Agent</i> within two weeks of the date of acceptance of the Contract of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
SCC2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium, or other unincorporated groupings of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
SCC2.4	Nothing in this Contract shall be deemed to create any joint venture, partnership or principal-agent relationship between the Parties and neither Party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply such relationship with the other Party according to this Contract	
SCC2.5	The <i>dissolution</i> of the <i>Joint Venture</i> shall be deemed as a separation and that constitutes the Contract to be Terminated	
SCC4	Illegal or Corrupt Practices	
SCC4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, an inducement or reward for the award or in the execution of this <i>Contract</i> constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).	
SCC4.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to provide the Works if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated groupings of two or more persons or organisations), or a director of any such entity, is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.	
SCC4.3	Such practices include, but are not limited to, the making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the approved vendor database of the <i>Employer</i> as a consequence of such practice.	
SCC5	Confidentiality	
SCC5.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this <i>Contract</i> available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.	
SCC5.2	Any information communicated by the <i>Employer</i> to the <i>Contractor</i> in connection with the Contract and any secret and/or confidential information of the <i>Employer</i> otherwise acquired by the <i>Contractor</i> shall be regarded by the <i>Contractor</i> as strictly confidential and shall not, without the prior written consent of the <i>Employer</i> in each instance, be published or disclosed to any other party or be used for any purpose whatsoever other than to execute the Works.	

SCC5.3	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise in writing by the <i>Employer's Agent</i> .	
SCC5.4	Suppose the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential. In that case, the <i>Contractor</i> , to the extent permitted by law before disclosure, notifies the <i>Employer</i> so that an appropriate protective order and/or any other action can be taken if possible, before any disclosure. If such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may only disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment shall be afforded to the information so disclosed.	
SCC5.5	The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Employer's Agent</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .	
SCC5.6	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.	
<b>SCC6</b>		<b>Existing Services and Housekeeping</b>
SCC6.1	The Site may be in continuous operation and, accordingly, the <i>Contractor</i> shall assume that existing services and access ways shall be in continuous use and fully operational at all times. The <i>Contractor</i> shall be held responsible for repair or making good of existing installations that may be required due to any act or omission of whatever nature by the <i>Contractor</i> and for any costs to the <i>Employer</i> which may arise, due to the <i>Contractor</i> preventing in any manner whatever the normal operation and use of such services and access ways.	
SCC6.2	During the execution of the Works, the <i>Contractor</i> shall keep the Site reasonably free from all unnecessary obstructions and shall store or dispose of any <i>Contractor's</i> Equipment and surplus materials and without delay clear away and remove from the Site any wreckage, rubbish or temporary works no longer required.	
SCC6.3	The <i>Contractor</i> must use and/or attend to all areas of the Site which are used by it or under its control from time to time in a safe, professional and responsible manner.	
SCC6.4	The <i>Contractor</i> shall be responsible for all areas of the Site which are used by it or under its control from the time the area in question is made available to the <i>Contractor</i> until the time the <i>Employer</i> requires the Site to be returned to it or otherwise when the <i>Contractor</i> demobilises from the area of the Site in question and returns to the <i>Employer</i> all of the <i>Employer's</i> property.	
SCC6.5	The <i>Contractor</i> must ensure that all such areas of the Site are kept at all times in a safe, clean and hygienic condition and in good working order and repair and the <i>Contractor</i> shall promptly repair, at its cost, any damage to the Site which is attributable to the <i>Contractor</i> or its employees of sub-contractors, failing which the <i>Employer</i> shall be entitled to repair the Site and recover the cost of such repairs from the <i>Contractor</i> .	
SCC6.6	Any damages suffered by the <i>Employer</i> as aforesaid shall be paid by the <i>Contractor</i> within ten business days or shall be set off against any amounts owing to the <i>Contractor</i> by the <i>Employer</i> .	
SCC6.7	The <i>Contractor</i> shall not unnecessarily interfere with the operations of the <i>Employer</i> or Others at the Site. The <i>Employer</i> has the right to refuse access to the Site to any of the <i>Contractor's</i> employees, representatives and/or subcontractors whom it suspects of being a health and safety or other risk.	
SCC6.8	The <i>Contractor</i> shall not have any lien or right of retention in respect of the Site, the works and/or any other property belonging to the <i>Employer</i> .	

<b>SCC7</b>		<b>Indemnity against Contractor's Design</b>
SCC7.1	The <i>Contractor</i> indemnifies and keeps indemnified the <i>Employer</i> against any losses and costs, including legal costs between attorney and client, and all other expenses whatsoever that the <i>Employer</i> may incur as a result of any action, proceeding or claim made against the <i>Employer</i> arising from the use of a design constituting an infringement of patent rights, design registration, registered trademarks or other exclusive rights in respect thereof. This indemnity does not apply to any infringement which is solely due to the <i>Contractor</i> having followed in its entirety instructions stipulated by the <i>Employer</i> .	
SCC7.2	The <i>Employer</i> shall give the <i>Contractor</i> prompt notice of any such action, proceeding, claim or threat instituted or made against it or both of them. Promptly after the giving of such notice the Parties are to consult together about the subject of the notice and the <i>Employer</i> may at its option decide to a) permit the <i>Contractor</i> at the <i>Contractor's</i> own expense to conduct any litigation that may ensue and all negotiations for a settlement of such litigation or claim with the proviso that the <i>Contractor</i> keeps the <i>Employer</i> informed of all steps that are taken and of the outcome; or b) conduct any litigation that may ensue and all negotiations for a settlement, in which event the <i>Employer</i> shall act in consultation with the <i>Contractor</i> and shall keep the <i>Contractor</i> informed of all aspects that are taken and of the outcome.	
SCC7.3	The <i>Contractor</i> hereby cedes and agrees to cede all intellectual property, excluding intellectual property in respect of which the <i>Contractor</i> can demonstrate proprietorship prior to the date of signature hereof, but including intellectual property specifically developed by the <i>Contractor</i> on behalf of the <i>Employer</i> under instruction and payment by the <i>Employer</i> and including all current and future technical information relating to the works; technical concepts; know-how; specifications; data; formulae; computer programs; design; patent and / or applications in respect thereof; copyrighted works; memoranda; scripts; reports; manuals; diagrams; drawings; including engineering drawings; prototypes; drafts in performing the works, whether completed or not and whether accepted, amended or rejected, and the like relating to the works, whether patented or not, and includes all intellectual property relating to the works developed by or on behalf of the <i>Employer</i> , to the <i>Employer</i> , its successors, assigns or legal representatives locally and / or internationally, together with the right to apply for Letters Patent in respect thereof.	
SCC7.4	It is further agreed that the <i>Employer</i> may apply in its name and its own cost for Letters Patent in respect of such inventions and registration of such designs locally and/or internationally.	
SCC7.5	The <i>Contractor</i> hereby agrees that when requested, he shall without any charges to the <i>Employer</i> , but at the latter's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents relating to the works and/or the patent applications in any and all countries and for vesting titled thereto in the <i>Employer</i> , its successors, assign or legal representatives and the <i>Contractor</i> confirms and agrees that he shall assist the <i>Employer</i> to ensure that total and complete cession and transfer of all right, title and interest in the intellectual property takes place.	
<b>SCC8</b>		<b>Time</b>
SCC8.1	The <i>Contractor</i> acknowledges that time is of the essence to the performance of its obligations in terms of this Contract.	
<b>SCC9</b>		<b>Discovery/Reproduction of Documentation</b>
SCC9.1	The <i>Contractor</i> hereby authorises the <i>Employer</i> to reproduce all documentation made available by the <i>Contractor</i> to the <i>Employer</i> in connection with this <i>Contract</i> . In so far as the <i>Contractor</i> has any copyright protection in the items that are so reproduced by the <i>Employer</i> , the <i>Contractor</i> hereby grants a right and license to the <i>Employer</i> to reproduce	

	the same for the purposes specified in this <i>Contract</i> . The <i>Contractor</i> keeps the <i>Employer</i> informed of any threats or claims made against it in respect of infringement of patent or other exclusive rights by virtue of the provision of the works.
<b>SCC10</b>	<b>Damages</b>
SCC10.1	The <i>Employer</i> shall be entitled, in its sole discretion, to claim and recover from the <i>Contractor</i> damages <i>in lieu</i> of any penalty agreed upon in terms of this <i>Contract</i> .
<b>SCC11</b>	<b>Accrual</b>
SCC11.1	Unless otherwise provided herein, rights which accrue to a Party in terms of this <i>Contract</i> shall survive its termination.
<b>SCC12</b>	<b>Commitments and Undertakings</b>
SCC12.1	Neither Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. This <i>Contract</i> supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.
<b>SCC13</b>	<b>Validity and Enforceability of Contract</b>
SCC13.1	If any provision of this <i>Contract</i> is found to be invalid, unlawful or unenforceable, that provision shall be severable from the remaining provisions of this <i>Contract</i> , which shall continue to be valid and enforceable.
<b>SCC14</b>	<b>Strategic Socio-Economic Objectives</b>
SCC14.1	in terms of which the <i>Contractor</i> gives unconditional warranties and undertakings committing itself to the promotion of the strategic socio-economic objectives stipulated herein, including, but not limited to, warranties and undertakings to the effect that –
SCC14.1.1	the Specific Goals information disclosed to the <i>Employer</i> in the bid response to the Tender Invitation pursuant to which it was appointed, as supplemented subsequently in writing, is accurate and complete and that it shall maintain at least those levels of Specific Goals for the duration of the contract;
SCC14.1.2	it shall only subcontract aspects of the Works to Subcontractors with which it has concluded Subcontracts and actively take steps towards achieving the <i>Employer's</i> CPG requirements for the empowerment of Subcontractor/s
SCC14.1.3	it shall ensure that the execution of the <i>Works</i> and the expenditure of the project costs results in the achievement of the general socio-economic and empowerment objectives
SCC14.1.4	it shall keep detailed records of – <ul style="list-style-type: none"> <li>a) its equity ownership and control and, where applicable, that of its duly appointed Subcontractors and/or suppliers.</li> <li>b) its total spends on targeted enterprises used to fulfil its obligations in terms of the <i>contract</i>.</li> <li>c) any transformation programmes and/or initiatives relating to skills development and transfer, employment equity and enterprise development of the Subcontractors and Target Individuals; and</li> <li>d) any public benefits and/or job opportunities created according to the fulfilment of its obligations in terms of the <i>contract</i> and provide monthly reports outlining compliance with such objectives to the <i>Employer</i>;</li> </ul>

SCC15	Contractor Obligations
SCC15.1	in terms of which the <i>Contractor</i> unconditionally warrants and undertakes that, in its performance of its obligations under the <i>Contract</i> , it shall, at all times, -
SCC15.1.1	owe a duty of care to the ORTDM and comply with the reasonable directions issued to it by the <i>Employer, Employer's Agent and/or Employer's Agent Representative</i> ;
SCC15.1.2	not do anything that constitutes, or is reasonably likely to constitute, a corrupt act or that is otherwise intended or is likely to harm the reputation of the ORTDM, the <i>Contract</i> ; and
SCC15.1.3	undertake the <i>Works</i> in accordance with the standards, practices, methods and procedures conforming to applicable law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances.



**FORM C1.3 FORM OF PERFORMANCE GUARANTEE**

**PERFORMANCE GUARANTEE**

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

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means:.....

Physical Address:.....

“Employer” means:.....

“Contractor” means:.....

“Engineer” means:.....

“Works” means:.....

“Site” means:.....

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

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:.....

“Expiry Date” means:.....

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate, and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor’s maximum liability in terms of 1.
- 7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at .....

Date.....

Guarantor’s signatory (1) .....

Capacity.....

Guarantor’s signatory (2) .....

**FORM C1.4 LABOUR-INTENSIVE TERMS AND CONDITIONS****Payment for the labour-intensive component of the works**

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

**Applicable labour laws**

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

**1 Introduction**

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

1.2 In this document –

- (a) "**Department**" means any department of the State, implementing agent or contractor;
- (b) "**Employer**" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "**Worker**" means any person working in an elementary occupation on a SPWP;
- (d) "**Elementary** occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "**Management**" means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) "**Task**" means a fixed quantity of work;
- (g) "**task-based work**" means work in which a worker is paid a fixed rate for performing a task;
- (h) "**task-rated worker**" means a worker paid on the basis of the number of tasks completed;
- (i) "**time-rated worker**" means a worker paid on the basis of the length of time worked.
- (j) "**Task rate or daily rate**" = **R 230.00**

**2 Terms of Work**

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

**3 Normal Hours of Work**

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
  - (a) More than forty hours in any week
  - (b) On more than five days in any week; and
  - (c) For more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

**4 Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.

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- 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.
- 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.
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**10 Maternity Leave**

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

**11 Family responsibility leave**

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) When the employee's child is born;
  - (b) When the employee's child is sick;
  - (c) In the event of a death of –
    - (i) The employee's spouse or life partner;
    - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.

**12 Statement of Conditions**

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) The employer's name and address and the name of the SPWP;
  - (b) The tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) The worker's rate of pay and how this is to be calculated;
  - (e) The training that the worker will receive during the SPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

**13 Keeping Records**

- 13.1 Every employer must keep a written record of at least the following –
- (a) The worker's name and position;
  - (b) In the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) In the case of a time-rated worker, the time worked by the worker;
  - (d) Payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

**14 Payment**

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

**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 SPWP;
  - (d) Use any personal protective equipment or clothing issued by the employer;
  - (e) Report any accident, near-miss incident, or dangerous behaviour by another person to their employer or manager.

**17 Compensation for Injuries and Diseases**

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

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

## 18 Termination

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

## 19 Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
  - (a) The worker's full name;
  - (b) The name and address of the employer;
  - (c) The SPWP on which the worker worked;
  - (d) The work performed by the worker;
  - (e) Any training received by the worker as part of the SPWP;
  - (f) The period for which the worker worked on the SPWP;
  - (g) Any other information agreed on by the employer and worker

**C2 HEALTH AND SAFETY SPECIFICATION**

Document Reference	Title	No of Pages
	This cover page	81
Form C2.1	The Occupational Health and Safety Act 1993 and Construction Regulations 2014	82
Form C2.2	Guidelines for Contract Administration in terms of the Construction Regulations 2014 Health & Safety Act 1993	94



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## Form C6.1: THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 AND CONSTRUCTION REGULATIONS 2014

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### C2.1.1. INTRODUCTION

- 1) This document was construed to comply with the provisions of the OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993. Definitions of words are those described in the Act and the Construction Regulations of 2014.
- 2) This document formulates the specification of the O. R. Tambo District Municipality in terms of the above act and forms part of the constitution of the organisation. This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the O. R. Tambo District Municipality and all service providers.
- 3) No clause in this document shall be amended in any contract document construed by agents, designers, or anyone else except so ordered or sanctioned by the O. R. Tambo District Municipality in writing.

### C2.1.2. SCHEDULE: DEFINITIONS

In this Policy any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and unless the context otherwise indicates —

- 4) “Agent” means any person who acts as a representative for an *Employer* in managing the overall construction work.
- 5) “Angle of Repose” means the steepest angle of a surface at which a mass of loose or fragmented material shall remain stationary in a pile on a surface, rather than sliding or crumbling away.
- 6) “Batch Plant” means machinery, appliances or other similar devices that are assembled in such a manner to be able to mix materials in bulk to use the mixed product for construction work.
- 7) “*Employer*” means O. R. Tambo District Municipality.
- 8) “Competent Person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: provided that where appropriate qualifications and training are registered in terms of the provisions of the South African qualifications’ authority act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;
- 9) “Construction Work” means any work in connection with—
  - (i) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.
  - (ii) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling.

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- (iii) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (iv) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.
- 10) “Construction Vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site to perform construction work.
- 11) “Contractor” means an *Employer*, as defined in section 1 of the act, who performs construction work and includes *Contractors*.
- 12) “Design” in relation to any structure includes drawings, calculations, design details and specifications.
- 13) “Designer” means any person who—
- (i) prepares a design.
  - (ii) checks and approves a design.
  - (iii) arranges for any person at work under his control (including an employee of his, where he is the *Employer*) to prepare a design, as well as.
  - (iv) are architects or engineers contributing to or having overall responsibility for the design.
  - (v) build services engineers designing details for fixed plant.
  - (vi) surveyors specifying articles or drawing up specifications.
  - (vii) contractors carrying out design work as part of a design and build project.
  - (viii) temporary works engineer designing formwork and falsework; and
  - (ix) interior designers, shopfitters, and landscape architects.
- 14) “Ergonomics” means the application of scientific information concerning humans to the design of objects, systems, and the environment for human use to optimise human well-being and overall system performance.
- 15) “Excavation Work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.
- 16) “Explosive Powered Tool” means a tool that is activated by an explosive charge and that is used for driving bolts, nails, and similar objects to provide fixing.
- 17) “Fall Prevention Equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages, or similar equipment.
- 18) “Fall Arrest Equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines, or similar equipment, but excludes body belts.
- 19) “Fall Protection Plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied to eliminate the risk.
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- 20) "Hazard Identification" means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.
- 21) "Health and Safety File" mean a file, or other records in permanent form, containing the information required as contemplated in these regulations.
- 22) "Health and Safety Plan" means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
- 23) "Health and Safety Specification" means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, to ensure the health and safety of persons.
- 24) "Material Hoist" means a hoist used to lower or raise material and equipment and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists.
- 25) "Medical Certificate of Fitness" means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa.
- 26) "Method Statement" means a written document detailing the key activities to be performed to reduce as reasonably as practicable the hazards identified in any risk assessment.
- 27) "Mobile Plant" means machinery, appliances or other similar devices that can move independently, to perform construction work on the construction site.
- 28) "National Building Regulations" means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice NOR1081 of 10 June 1988, as amended.
- 29) "Person day" means one individual carrying out construction work on a construction site for one normal working shift.
- 30) "*Contractor*" means an *Employer*, as defined in section 1 of the Act who performs construction work and is appointed by the *Employer* to be in overall control and management of a part of or the whole of a construction site.
- 31) "Professional Engineer or Professional Certificated Engineer" means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- 32) "Professional Technologist" means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- 33) "Provincial Director" means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act.
- 34) "Risk Assessment" means a programme to determine any risk associated with any hazard at a construction site, to identify the steps needed to be taken to remove, reduce or control such hazard.
- 35) "Roof Apex Height" means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof.

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- 36) "SABS 085" means the South African Bureau of Standards' Code of Practice entitled "The Design, Erection, Use and Inspection of Access Scaffolding".
  - 37) "SABS 0400" means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations.
  - 38) "SABS EN 1808" means the South African Bureau of Standards' Standard Specification entitled: "Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests".
  - 39) "SABS 1903" means the South African Bureau of Standards' Standard Front-end Specification entitled: "Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests".
  - 40) "Scaffold" means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both.
  - 41) "Shoring" means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and "shoring system" has a corresponding meaning;
  - 42) "Structure" means—
    - (i) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
    - (ii) any formwork, falsework, scaffold, or other structure designed or used to provide support or means of access during construction work; or
    - (iii) any fixed plant in respect of work which includes the installation, commissioning, decommissioning, or dismantling and where any such work involves a risk of a person falling two metres or more.
  - 43) "Suspended Platform" means a working platform suspended from supports using one or more separate ropes from each support.
  - 44) "The Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
  - 45) "Tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

### C2.1.3. SCHEDULE: DESIGNERS

This specification is in terms of the H&S ACT 1993 and the REGULATIONS of 2014, and all wording shall have the meaning as defined by the said reference documents.

- 46) All work performed, and procedures followed by designers shall be done according to the H&S regulations of 2014.
- 47) The *Employer* is aware of the fact that the appointment of a designer does not implicate that the designer becomes the agent of the *Employer* for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.

- 48) The *Employer* is ultimately responsible for all safety issues regarding the project for which a designer is appointed and cannot contract out of his obligations in terms of the law.
- 49) The *Employer* shall not employ a designer should he have reasonable doubts that the designer is not able to execute work safely.
- 50) All designers shall have adequate insurance cover to indemnify the *Employer* for their acts and omissions in terms of professional conduct the H&S act in particular to indemnify the *Employer* against penalties imposed for acts or omissions. The *Employer* is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in terms of the H&S regulations. The professional indemnity insurance has a "negligent acts and omissions" wording only, and therefore additional insurance is necessary to cover the *Employer* against penalties imposed in terms of the regulations.
- 51) Designers shall not accept work from the *Employer* if they are not capable of executing such work professionally and if such work cannot be executed safely, according to the provisions of the H&S regulations.
- 52) Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues, including the maintenance procedures after inaugurations of such systems or projects.
- 53) Ergonomic parameters shall have high priority in all designs.

#### C2.1.4. SCHEDULE: CONTRACTORS (PC)

- 54) All work by the PC shall be done in compliance with the provisions of the H&S regulations.
- 55) The *Employer* recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safe and healthy to his home and family after each day's work.
- 56) Work shall not be done at the expense of human safety or health.
- 57) Work shall be executed under humane conditions, especially concerning hours and H&S issues in mind.
- 58) The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
- 59) The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate, and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
- 60) Foremen and gang leaders shall, under the supervision of the H&S manager, conduct meetings with all staff and people under their direct supervision frequently. Minutes of such meetings shall be kept in the H&S file.
- 61) New personnel (temporary or full-time employees) shall attend safety induction courses under the supervision of the H&S manager.

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- 62) The PC shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
  - 63) An adequate first aid facility shall be placed maintained on-site and shall be adequately indicated through signs. All personnel shall be made aware of its existence, and only trained first aid assistants shall be authorized to treat injuries.
  - 64) The PC shall see that work is only executed by people trained for a particular task.
  - 65) All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
  - 66) Workers and personnel shall be attending safety courses regularly, and all information regarding such training shall be kept in the H&S file.
  - 67) All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in the position of leadership shall be trained through accredited training processes in H&S matters.
  - 68) The contractor shall prepare and maintain a safety plan for the project and shall train his personnel to work according to such a plan.
  - 69) Personnel and workers shall be made aware of any natural hazards existing on-site. They shall also be made aware of items defined by the designer in his risk assessment.
  - 70) No horseplay between employees shall be tolerated on site. Neither will aggressive or threatening behaviour by anybody is allowed.
  - 71) Workers shall wear appropriate protective clothing for the applicable task, which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
  - 72) Workers shall not be allowed to wear loose clothes and footwear.
  - 73) Workers shall have the opportunity and right to prescribed rest, eating and toilet breaks.
  - 74) Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
  - 75) In cases where work is executed in remote or restricted security areas, the PC shall make provision for food to be supplied to his employees.
  - 76) Potable water shall be made available free of charge to all workers on site.
  - 77) Adequate toilet and washing facilities shall be made available to workers.
  - 78) In the event of chemicals being present or used on-site, the PC shall allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be identified and marked in prescribed containers.
  - 79) Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designer of *Employer* immediately.
  - 80) Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
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- 81) The PC shall stop his contractors if they work unsafely.
- 82) All specialist work shall be executed by registered artisans only.
- 83) Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50 kg for more than 10 metres.
- 84) Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise, will personnel not be exposed to temperatures lower than -5° Celsius? Should the designer and the PC decide that the work is urgent; workers shall be issued with proper protective clothing.
- 85) All workers shall have access to a shaded eating and resting place on site.
- 86) Workers executing tasks in rivers, trenches and other natural or artificial waterways shall be made aware of the hazard of flash floods, and special precautions shall be made by the PC to implement an effective flood warning system.
- 87) Workers executing tasks in manholes for sewer or stormwater systems shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas-filled chambers.
- 88) Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
- 89) No person shall be allowed to work in water unless gumboots are worn, should the water be deeper than 300mm, watertight suits shall be worn.
- 90) All ladders shall be fixed against scaffolding or other permanent structures.
- 91) Welding on site shall only be done by trained personnel behind adequate eye-protecting shields, and all welders shall wear proper protective gear.
- 92) Personnel operating grinders, saws or any other hand tools of similar description shall be equipped with the necessary eyewear and ear protection.
- 93) All personnel working under potentially dusty conditions shall wear nose and mouth filters.
- 94) Workers operating rock drilling equipment shall wear ear, nose and eye protection.
- 95) All scaffolding shall comply with the H&S regulations.
- 96) Specialists shall do blasting under the regulations of the Explosives Act.
- 97) Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after the H&S manager grants permission.
- 98) Workers shall not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
- 99) Fuel storage shall only be allowed on certified areas on site.
- 100) Workers and other personnel shall be trained for fire procedures and shall practise such fire drill regularly.

- 101) Assembly areas for emergency evacuations shall be indicated by adequate signage.
- 102) The PC shall have an attendance register for identifying people before, during and after potential hazardous situations.
- 103) All transport supplied by the PC shall be on roadworthy vehicles only, and all transport shall be conducted in terms of the transport act.
- 104) Drivers of vehicles shall be responsible for the roadworthiness of vehicles and shall report any dysfunctional vehicles to the PC.
- 105) All drivers shall be responsible for handling vehicles in such a way to comply with the transport act.
- 106) Passengers of vehicles shall report any unsafe conduct to the PC immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such proceedings shall be entered into the H&S file.
- 107) Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
- 108) All vehicles operating on-site shall have audible warning signals if driven backwards.
- 109) No vehicle shall be kept on-site if it is leaking oil or other substances.
- 110) No vehicle or equipment shall be operated on-site if it produces noise above 90 decibels measured within 10,0 m from the unit.
- 111) Equipment producing serious dusty conditions shall only be operated under the supervision of the PC and the H&S manager with the necessary protection to workers.
- 112) All excavations on site shall be adequately protected and not only indicated.
- 113) Exploratory excavation to reveal services shall be done in a specific way.
- 114) All areas to be explored shall first be inspected by the landowner or local authority.
- 115) Position of services identified shall then be verified by opening by hand, not by machine.
- 116) Particular care shall be taken not to damage these services.
- 117) Electrical services are inherently dangerous and shall be opened by skilled people only.
- 118) These excavations shall not be left open without supervision. If necessary, the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.
- 119) Access to excavations shall only be through ladders or stairs with handrails.
- 120) All refuse, unsafe material, potentially hazardous material, and rubbish shall be placed in designated areas to be removed regularly.
- 121) Rainwater shall be contained in trenches or pipes so that it shall not cause contamination of material in these refuse areas.
- 122) All electrical sources or cables or overhead power lines should be regarded as live at all times, and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.



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- 123) Adequate signage shall be used on-site to indicate:
- (i) Non-smoking areas on site
  - (ii) Safety exits / Emergency exits from buildings under construction
  - (iii) Stairs (temporary and permanent works)
  - (iv) Toilets
  - (v) Fire-fighting equipment
  - (vi) Workmen busy with equipment overhead
  - (vii) Fire assembly points
  - (viii) Fire escapes
  - (ix) Areas where members of the public are not allowed.
  - (x) First aid room
- 124) All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure, and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site. Areas out of bounds to all visitors shall be indicated using appropriate signs.
- 125) Work performed in public servitudes like the construction of streets or roads shall be done according to the local or national authority specifications, and adequate signage shall be implemented.
- 126) People complaining about their health or people displaying symptoms of illness or disease shall be allowed to go to the first aid facility or visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas, the PC is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
- 127) Personnel must be informed about the nearest doctor or clinic location for casualty purposes, and the PC shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.
- 128) A *Contractor* who intends to carry out any construction work shall—
- (i) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
    - The demolition of a structure exceeding a height of 3 meters; or
    - The use of explosives to perform construction work; or
    - The dismantling of the fixed plant at a height greater than 3m.
  - (ii) before carrying out that work, notify the provincial director in writing when the construction work—
    - Exceeds 30 days or shall involve more than 300 person-days of construction work: and
    - Includes excavation work deeper than 1m; or
    - Includes working at a height greater than 3 meters above ground or a landing.
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- (iii) The provincial director's notification must be done on a form similar to Annexure A to this Policy.
- (iv) A *Contractor* shall ensure that a copy of the completed form is kept on the site for inspection by an inspector, *Employer*, *Employer's* agent, or employee.

#### C2.1.5. SCHEDULE: *EMPLOYER*

- 129) An *Employer* shall be responsible for the following to ensure compliance with the provisions of the Act —
- (i) to prepare a documented health and safety specification for the construction work and provide any *Contractor* who is making a bid or appointed to perform construction work for the *Employer*.
  - (ii) to promptly provide the *Contractor* and his or her agent with any information that might affect any person's health and safety at work carrying out construction work.
  - (iii) to appoint each *Contractor* in writing for the project or part thereof on a construction site.
  - (iv) to take reasonable steps to ensure that each *Contractor's* health and safety plan is implemented and maintained on the construction site; provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the *Employer* and *Contractor*, but at least once every month;
  - (v) to stop any contractor from executing construction work that is not in accordance with the *Contractor's* health and safety plan for the site or poses a threat to persons' health and safety.
  - (vi) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the *Contractor* to safely execute the work.
  - (vii) to ensure that every *Contractor* is registered and in good standing with the compensation fund or with a licensed compensation insurer before work commencing on the site; and
  - (viii) to ensure that potential *Contractors* submitting tenders have made provision for the cost of health and safety measures during the construction process.
- 130) An *Employer* shall discuss and negotiate with the *Contractor* the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.
- 131) An *Employer* shall ensure that a copy of the *Contractor's* health and safety plan is available on request to an employee, inspector, or contractor.
- 132) O. R. Tambo District Municipality shall not appoint a *Contractor* to perform construction work, unless O. R. Tambo District Municipality is reasonably satisfied that the *Contractor* that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
- 133) An *Employer* may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon an *Employer*, shall as far as reasonably practicable apply to the person so appointed.

- 134) No *Employer* shall appoint any person as his agent unless the *Employer* is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on an *Employer* by these regulations.

## NOTIFICATION OF CONSTRUCTION WORK

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1.(a) Name and postal address of *Contractor*:

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(b) \_\_\_\_\_ Name and tel. no of *Contractor's* contact person:

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2. \_\_\_\_\_ *Contractor's* compensation registration number:

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3. (a) \_\_\_\_\_ Name and postal address of *Employer*:

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(b) \_\_\_\_\_ Name and tel. no. of *Employer's* contact person or agent:

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4. (a) \_\_\_\_\_ Name and postal address of designer(s) for the project:

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(b) \_\_\_\_\_ Name and tel. no. of designer(s) contact person:

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5. \_\_\_\_\_ Name and telephone number of *Contractor's* construction supervisor on site appointed in terms of regulation 6.(1).

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6. \_\_\_\_\_ Name/s of *Contractor's* subordinate supervisors on-site appointed in terms of regulation 6.(2).

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7. \_\_\_\_\_ Exact physical address of the construction site or site office:

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8. \_\_\_\_\_ Nature of the construction work:

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9. \_\_\_\_\_ Expected commencement date: \_\_\_\_\_

10. \_\_\_\_\_ Expected completion date: \_\_\_\_\_

11. \_\_\_\_\_ Estimated maximum number of persons on the construction site.

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12. Planned number of contractors on the construction site accountable to *Contractor*:

\_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Contractor* \_

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Employer*

\_\_\_\_\_  
Date

**THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.**

**ALL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER *CONTRACTOR* ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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## Form C2.2. GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2014 HEALTH & SAFETY ACT 1993

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### C2.2.1. PURPOSE OF THIS DOCUMENT

- 1) This document describes the procedures to be followed in the execution of engineering projects for O. R. Tambo District Municipality.
- 2) The SHE specifications are O. R. Tambo District Municipality's minimum requirements. The *Contractor* is expected to develop a SHE Plan, which meets these requirements as well as all the relevant applicable legislation. O. R. Tambo District Municipality in no way assumes the Contractors legal responsibilities. The *Contractor* is and remains accountable for the quality and the execution of his health and safety program for his employees and subcontractor employees. This SHE specification reflects minimum requirements and should not be construed as all-encompassing.
- 3) The role of all parties to the development project is described herein. The document is in terms of the Construction Regulation 2014 of the Health and Safety Act 1993.

### C2.2.2. BACKGROUND

The *Contractor* shall provide an organisational organogram related to the project, listing all the levels of responsibility from the 16.1 CEO down to the supervisors responsible for the works. The diagram must list the names of appointees and their roles and responsibilities.

The *Contractor* is responsible for keeping copies of all of the organograms' as well as submitting those of their appointed subcontractors, with the, approved SHE Plan. When there is an amendment to the Acts and/or to the regulations, a SHE Plan must be reviewed, updated accordingly and changes must be communicated to all relevant employees. All organograms shall be updated timeously when appointments are changed and filed in the SHE File.

### C2.2.3. THE EMPLOYER

- 1) In terms of the law, the *Employer* is ultimately responsible for all acts and omissions as far as health and safety are concerned on site. It should be noted that the *Employer* shall be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied, and unless the designer or the contractor has indemnified the *Employer*, such fines shall have to be paid by the *Employer*.
- 2) *Employers* cannot contract out of their statutory obligations except where the law allows for it. Therefore, any liability imposed upon them for statutory non-compliance cannot be passed on to designers (consultants) or contractors.
- 3) In particular, the *Employer's* responsibilities are defined as follows:
 

i.	To prepare a health and safety (H&S) specification for the work, which should cover the spectrum of activities handled by the <i>Employer</i> as part of his normal duties.	Clause 4(1)(a)
ii.	To provide a risk assessment to the <i>Contractor</i> .	Clause 4(1)(b)

iii. To appoint the <i>Contractor</i> in writing.	Clause 4(1)(c)
iv. To ensure that the H&S plan is implemented.	Clause 4(1)(d)
v. To stop any contractor executing work in an unsafe manner.	Clause 4(1)(e)
vi. To provide additional H&S information to the contractor, should changes be made to work?	Clause 4(1)(f)
vii. To ensure that the <i>Contractor</i> is registered and in good standing with the workmen's compensation fund.	Clause 4(1)(h)
viii. To make sure tenderers have made provision in their offers for H&S measures.	Clause 4(1)(h)
ix. To discuss and approve the H&S plan with the <i>Contractor</i> .	Clause 4(2)
x. To keep a copy of the H&S plan of the <i>Contractor</i> .	Clause 4(3)
xi. To <u>not</u> employ a contractor unless the <i>Employer</i> is reasonably satisfied that the <i>Contractor</i> who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely.	Clause 4(4)
xii. The <i>Employer</i> can appoint an agent to handle his duties. The <i>Employer</i> can delegate some of his duties, but this does not make the person responsible for such particular responsibilities as an agent. The <i>Employer</i> should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 9(2).	Clause 4(5)
xiii. The <i>Employer</i> shall only appoint someone as his agent if he is reasonably satisfied that such a person can handle such responsibilities.	Clause 4(6)

#### C2.2.4. THE DESIGNER

The regulations do not use names like an engineer, architect, amongst others. Instead, the term designer has been introduced. The responsibilities of the designer are given in a subparagraph under the obligations of the *Contractor*.

4.1	The regulations have a comprehensive definition of the designer, and this includes:	Definitions "designer."
a)	Any person who is preparing a design.	
b)	Any person who is checking a design.	
c)	A firm preparing a design.	
d)	An architect or engineer who is contributing to or having responsibility for design.	
e)	A building services engineer designing details of the fixed plant (scaffolding or cranes).	
f)	A surveyor who is specifying articles or drawing up specification (Quantity Surveyor).	
g)	A contractor in design & build contract.	
h)	A contractor designing temporary work.	

i)	An interior designer, shop fitter and landscape architect. The regulation also talks of “an engineer designing a structure”. “Structure” is a broad concept and is given in paragraph 3.2.5.1(a) underneath.	
4.2	The designer does not automatically through an appointment become the agent of the <i>Employer</i> in terms of the regulations unless he is appointed in writing to that effect, and he accepts such appointment in writing.	Clause 4(5)
4.3	The SAACE model agreement between the <i>Employer</i> and Engineer has a different meaning of the word “agent”. According to the model agreement of SAACE, the Engineer acts as the “agent” of the <i>Employer</i> in a conventional contractual context. “Agent” in terms of the Health & Safety regulations has a different meaning.	
4.4	It can be derived from the regulations that the <i>Employer</i> can appoint a designer to perform certain tasks of the <i>Employer</i> on his behalf, which still does not mean that these designers become his agent in terms of clause 4(5).	Clause 4(5)
4.5	The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing a structure. It is again assumed that the <i>Employer</i> shall identify certain functions to be done by the designer on his behalf.	
4.5.1	“Structure” in terms of the regulations means:	Definitions
(a)	<ul style="list-style-type: none"> <li>• any building</li> <li>• steel or reinforced concrete structure</li> <li>• railway line</li> <li>• railway siding</li> <li>• bridge</li> <li>• waterworks</li> <li>• reservoir</li> <li>• pipe or pipeline</li> <li>• cable</li> <li>• sewer</li> <li>• sewage works</li> <li>• fixed vessels</li> <li>• road</li> <li>• drainage works</li> <li>• earthworks</li> <li>• dam</li> <li>• wall</li> <li>• mast</li> <li>• tower</li> <li>• tower crane</li> <li>• batching plants</li> <li>• pylon</li> <li>• surface and underground tanks</li> <li>• earth retaining structure</li> </ul> <p>or any structure designed to preserve or alter any natural feature and any other similar structure.</p>	“structure.”
(b)	Any formwork, scaffold or other structure designed or used to provide support or access during construction (structural engineering sector).	
(c)	Fixed plant to prevent people from falling 2 meters or more.	



4.5.2	The designer is regarded as a person delivering designs only, and unless the <i>Employer</i> defines his role, his role is quite limited.	Clause 9(2)
4.5.3	The designer should inform the <i>Employer</i> and the <i>Contractor</i> about anticipated dangers relating to the construction work, which is, in fact, a Risk Assessment.	Clause 9(2)(b)
4.5.4	The designer (in the structural engineering context) shall further furnish to the contractor in writing:	Clause 9(2)
	i) A geotechnical report.	
	ii) The loading of the structure.	
	iii) The method and sequence of the construction process.	
	iv) He should exclude inherently dangerous methods of construction in his design.	
	v) The maintenance of the structure shall be through safety procedures.	
	vi) He should carry out inspections.	
	vii) And stop the contractor from executing work dangerously.	
	viii) A final inspection is necessary to ensure the safety of the structure.	
	ix) Great emphasis should be given to the ergonomic design of the structure.	
	x) The engineer should also give input in the design of temporary work, e.g. scaffolding.	Clause 10(c)

#### C2.2.5. THE CONTRACTOR (PC) AND CONTRACTOR

The *Contractor* carries accountability and responsibility for the health and safety of his/her employees and his/her contractors within his/her working area primarily, as contemplated by Section 37(2) of the OHS Act. None of the additional safety requirements specified by the *Employer* reduces the *Contractor's* accountability and responsibility for the health and safety of his employees and subcontractor employees within his *Working Area*. The *Contractor* shall be appointed by O. R. Tambo District Municipality on the awarding of the *Package Order* and shall be responsible and accountable for all legislative and *Employer* requirements for the duration of the contract.

The *Contractor* may appoint contractors to assist in the contract. All appointments shall be made in writing. The responsibilities of these parties are comprehensively stipulated in the regulations.

5.1	In general, it can be seen that the responsibilities of the PC ( <i>Contractor</i> ) towards his contractors is Mutatis Mutandis to the responsibilities of the <i>Employer</i> towards the PC.	
5.2	The PC is responsible for the collecting of these contractors' safety plans and to hold them to it.	Clause 5(1) and (2)
	i) He should also stop his contractors should they work unsafely.	Clause 5(3)(d)
	ii) He should appoint safety officers should the size of the work warrant it.	Clause 6(6)
	iii) He should cause a risk assessment to be executed by a competent person.	Clause 7(1)

	<p>iv) Visitors to his site should undergo induction pertaining to H&amp;S issues.</p> <p>v) He shall see to his employee's induction and H&amp;S training.</p> <p>vi) The employees of the PC and his contractors shall wear visible proof of their induction training.</p>	<p>Clause 7(8)</p> <p>Clause 7(7)</p> <p>Clause 7(9)(a)</p>
<p>5.3</p>	<p>The regulations also cover the detail of:</p> <ul style="list-style-type: none"> <li>• Fall protection</li> <li>• Structures (under this heading the responsibilities of the designer of a structure is found)</li> <li>• Formwork and support work</li> <li>• Excavation work</li> <li>• Demolition work</li> <li>• Tunnelling</li> <li>• Scaffolding</li> <li>• Suspended platforms</li> <li>• Boatswain's chairs</li> <li>• Material hoists</li> <li>• Batch plants</li> <li>• Explosive powered tools</li> <li>• Cranes</li> <li>• Construction vehicles and mobile plant</li> <li>• Electrical installation and machinery on construction sites</li> <li>• Use and storage of flammable liquids on construction sites</li> <li>• Water environment</li> <li>• Housekeeping on construction sites</li> <li>• Stacking and storage on construction sites</li> <li>• Fire precautions on construction sites</li> <li>• Construction welfare facilities</li> </ul>	<p>Clause 8</p> <p>Clause 9</p> <p>Clause 10</p> <p>Clause 11</p> <p>Clause 12</p> <p>Clause 13</p> <p>Clause 14</p> <p>Clause 15</p> <p>Clause 16</p> <p>Clause 17</p> <p>Clause 18</p> <p>Clause 19</p> <p>Clause 20</p> <p>Clause 21</p> <p>Clause 22</p> <p>Clause 23</p> <p>Clause 24</p> <p>Clause 25</p> <p>Clause 26</p> <p>Clause 27</p>

#### C2.2.6. COMPLIANCE AND NON-CONFORMANCES

- 1) As legislation forms part of any country's legal system, the *Employer* requires all of its contractors to comply with legislation as part of the contract. All expenses for complying with this legislation as well as special requirements specific to the site shall be for the Contractors account. Should the *Contractor* appoint a contractor, the *Contractor* would then have the same role and responsibility with the contractors, in a similar way as the *Employer* has with the *Contractor*.
- 2) The *Employer's Agent* reserves the right to stop work and issue a non-conformance report whenever safety, health or environmental violations are observed for both *Contractors* and/or their contractors. Expenses incurred as a result of such work stoppage and standing time shall be for the *Contractors* account. Any non-conformances/findings/observations found in these audits/inspections on subcontractors shall be raised and discussed with the *Contractor*. The requirements within this specification should not be considered to be exhaustive, and the *Employer* reserves the right to add, delete or modify conditions where it is considered to be appropriate.
- 3) No claim shall be accepted as a result of any costs or delays being incurred due to the *Contractor* or his contractors not complying with legislation, this SHE specification or their SHE plan approved by the *Employer*.

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### C2.2.7. LEGAL AND OTHER REQUIREMENTS

- 1) It is required that all Contractors on site comply with the relevant applicable legislation, specifications, and standards in accordance with the scope of the *Package Order*.
- 2) As a minimum but not limited to, the following:
  - i. The Constitution of the Republic of South Africa
  - ii. Occupational Health and Safety Act 1993 (Act 85 of 1993) and its Regulations.
  - iii. National Environmental Management Act 1998 (Act 107 of 1998).
  - iv. Environment Conservation Act 1989 (Act 73 of 1989).
  - v. National Water Act 1998 (Act 36 of 1998).
  - vi. Conservation of Agricultural Resources Act 1983 (Act 43 of 1983).
  - vii. Civil and Building Work Act.
  - viii. Mine Health and Safety Act, 1996 and its regulations.
  - ix. COID Act.
  - x. Any other applicable South African legislation.
  - xi. Applicable South African National Standards (SANS)
  - xii. OHSAS 18001 & ISO 14001-Contractor shall use as guidelines
  - xiii. Applicable international standards.
- 3) The *Contractor* and his subcontractor must ensure that they are familiar with the necessary SHE legislation required. The *Contractor* shall compile a legal register listing all applicable legislation and standards that may have an impact on the Works. The register shall be updated biannually.

### C2.2.8. OHS POLICY

The *Contractor* and the contractor companies shall each have an OHS Policy authorised by their Chief Executive (OHS Act Section 16(1) appointee) that clearly states overall OHS objectives and commitment to improving Health and Safety performance and must be displayed and shared with all stakeholders.

### C2.2.9. MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

The *Contractor* shall ensure that the performance of all specified work is managed and supervised as per the requirement of OHS Act CR 8 throughout the contract period. The number of appointed persons shall be determined by the size and the risk of the project.

### C2.2.10. CONSTRUCTION HEALTH AND SAFETY MANAGER AND OFFICER

The *Contractor/contractor* shall appoint a Construction Health and Safety Manager and officers considering nature and the scope of work being performed; these employees shall be registered with the SACPCMP.

### C2.2.11. APPOINTMENTS AND COMPETENCIES

The *Contractor* shall ensure that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment, and to advise and assist these appointees in the execution of their duties. The *Contractor* shall ensure that competent persons are

appointed in writing, and copies of all the appointments shall be kept in the SHE File. Appointment letters and competency certificates shall be signed by the *Contractor's* 16(1) or CR8(1) appointee. The relevant training certificates and proof of experience of each appointee must be submitted with the Health and Safety File. All minimum required training that is stipulated below are to be provided by accredited training service providers

#### Nominated Persons with Safety Duties

Competent persons shall be appointed in writing to be responsible for certain aspects of health and safety. A register shall be kept by the Safety Manager of all the Competent Persons of the project which shall include but not be the minimum:

Competent Persons	Mandatory (M)	Reference
Fire Official	M	CR 29(I)
Lifting Machine Operator/Driver		GMR 18[1]
Incident Investigator	M	GAR 8&9
Emergency Coordinator	M	CR 29
Environmental Officer		
Hazardous Chemical Substances Coordinator		
Stacking & Storage <i>Supervisor</i>	M	CR 28(A)
Construction Vehicles/Mobile Plant <i>Supervisor</i>	M	CR 23
Excavation <i>Supervisor</i>	M	CR 13[1](A)
Fall Protection Planner		CR 10[1](A)
Competent Person for Risk Assessments	M	CR 9[1]
First Aider	M	GSR 3
Occupational Health & Safety Representative	M	OHSA 17
Assistant Construction <i>Supervisor</i>		CR 8[8]
Construction <i>Supervisor</i>	M	CR 8[7]
Occupational Health & Safety Officer	M	CR 8[5]
Construction Manager	M	CR 8[1]

The register of the competent Persons shall be kept within the OHS management filing system. The table above provides mandatory appointments for each project, marked as "M". An OHS Organisation Chart and an OHS Management Organogram shall be prepared, clearly showing the chain of responsibility.

#### C2.2.12. TRAINING

This section aims to outline the *Employer's* expectations in respect of the scope of the training which the *Contractor* and contractor employees receive. The scope of the training includes but is not limited to the type of work being performed and the relevant procedures. Additional to the requirements, the *Contractors* and subcontractors shall appoint competent persons with the appropriate qualifications and certificates.

Records of all training and qualifications of all contractor employees must be kept. The Contractor shall maintain comprehensive records of all employees under his control (including all employees of the contractor) attending induction training. Acknowledgement of receiving and understanding the induction must be signed by all persons receiving the induction, respectively. When there is an amendment to the Acts and/or to the regulations, a SHE plan

must be reviewed, updated accordingly and changes must be communicated to all relevant employees.

General construction site induction carried out by the Contractor

The *Contractor* shall ensure that all his employees and contractor employees undergo their company induction concerning the approved SHE plan, general hazards prevalent on the construction site, construction risk assessment, rules and regulations, and other related aspects.

Visitors to Site

All visitors must remain in the care and custody of a person (host) who has been properly inducted. No visitors are permitted to undertake any construction work, of any nature.

Mandatory appointment and competencies

4) CR 8 (1) Construction Manager

The training and competencies of the CR 8[1] Construction Manager are as follows:

Course Description	Mandatory	Optional
COID Act	X	
OHS Act	X	
BSc Degree/NDip in Civil Engineering	X	
Certificate of Fitness	X	

5) CR 8(5): Construction Health and Safety Officer

The competency of CR 8[5]: Construction Health and Safety Practitioner are as follows:

Course Description	Mandatory	Optional
Basic Fire Fighting		X
NDip in OHS or recognized OHS certification	X	
SACMP registration and accreditation	X	
First Aid Level 2		X
Certificate of Fitness	X	
Incident Investigation		X

6) CR 8 (7) Construction Supervisor

The competency of CR 8[7] Construction Supervisor are as follows:

Course Description	Mandatory	Optional
Basic Fire Fighting		X
Certificate of Fitness	X	
National Diploma/N6 in Civil Engineering or equivalent	X	
Drivers Permit/ License		X
First Aid Level 2	X	
Hazard Identification and Risk Assessment (HIRA)	X	
Incident Investigation		X
OHS ACT	X	
Safety Site Induction Certificate	X	

## 7) Section 17: Health and Safety Representatives

The Act stipulates that when the number of employees under our employment at any workplace exceeds 20, we shall, from such time as the number of employees exceeds 20, as the case may be, designate in writing for a specified period health and safety representatives for such workplace, or different sections thereof.

Only those employees employed in a full-time capacity at a specific workplace and who are acquainted with conditions and activities at that workplace or section thereof, as the case may be, shall be eligible for designation as health and safety representatives for that workplace or section. The competency of Section 17: Health and Safety Representatives are as follows:

Course Description	Mandatory	Optional
Basic Fire Fighting		X
First Aid Level 2		X
Hazard Identification and Risk Assessment (HIRA)	X	
Incident Investigation		X
Planned Task Observation - P.T.O	X	
Safety Site Induction Certificate	X	
SHE Representative or Equivalent	X	

## 8) GSR 3: First Aider

The competency of GSR 3: First Aider are as follows:

Course Description	Mandatory	Optional
First Aid Level 2	X	

## 9) CR 9[1] Risk Assessor

The competency of CR 9[1] Risk Assessor are as follows:

Course Description	Mandatory	Optional
Hazard Identification and Risk Assessment (HIRA)	X	

## C2.2.13. COSTING FOR SHE

The *Contractor*/contractor shall ensure that the submitted tender adequately made provision for the cost of Health and Safety measures.

## C2.2.14. NOTIFICATION OF CONSTRUCTION WORK

The *Contractor* shall notify the relevant Provincial Director of the Department of Labour of the intention to carry out any construction work as defined in the Construction Regulation 4 of the OHS Act.

## C2.2.15. ACCESS AND SECURITY CONTROL

- 1) Employees, contractors and visitors shall be subjected to induction training and substance abuse tests for the detection of illegal substances when entering ORTDM sites, or as and when required whilst on ORTDM sites.

- 2) The following items are prohibited and are not allowed on sites unless the necessary authorisation for possession has been obtained:
  - i. Firearms and ammunition
  - ii. Liquor/ Alcohol
  - iii. Dangerous weapons
  - iv. Drugs (excludes items/ substances authorised for use and possession of medical centres or in possession under doctor's prescription)
  - v. Any other items that may be declared prohibited

#### C2.2.16. SITE RULES AND OTHER RESTRICTIONS ON CONTRACTORS, SUPPLIERS AND OTHERS

- 1) The *Contractor* is responsible for adequately informing his employees and contractors of all relevant information of the *Employer* issued SHE specifications and the *Contractors* SHE plan.
- 2) The *Contractor's* Site Manager/*Supervisor* shall provide a list of names and contact telephone numbers of all his employees as well as the contractor employees on site. This list shall be updated as and when new contractors commence on site.
- 3) The *Contractor's* Site Manager/*Supervisor* shall keep a record of all employees including the contractor employees, including date of induction, relevant skills and licenses, and be able to produce this list at the request of the *Employer's Agent*. These records shall be filed in the SHE File.
- 4) The *Contractor* shall ensure that his managers and supervisors give clear and unambiguous instructions for the work in hand to the personnel for whom they are responsible for. The instructions shall include, but not necessarily be limited to:
  - i. description of the objective/scope of work
  - ii. the sequence of work/method statements
  - iii. hazard identification and risk assessment (prior to commencement of work)
  - iv. precautionary/preventative measures that are to be taken
- 5) Employees are responsible for their health and safety and that of their co-workers in their respective Work Areas. They must be made aware of their responsibilities during induction and awareness sessions, some of which are:
  - i. familiarising themselves with their workplaces and health and safety procedures.
  - ii. working in a manner that does not endanger them or cause harm to others.
  - iii. keeping their work area tidy.
  - iv. reporting all incidents/accidents and near misses
  - v. protecting fellow workers from injury.
  - vi. Reporting unsafe acts and unsafe conditions.
  - vii. Reporting any situation that may become dangerous.
  - viii. Carrying out lawful orders and obeying health and safety rules.

- 6) It must be highlighted to all employees, that anyone who becomes aware of any person disregarding a health & safety notice, instruction or regulation shall immediately report this to the person concerned. If the person persists, stop the person from working and report the matter to the *Employer's Agent* and the *Contractor Supervisor* immediately.
- 7) No person shall damage, alter, remove, render ineffective, or interfere with anything that has been provided for the protection of the site, or the health and safety of persons.
- 8) No person under the influence of alcohol, drugs or medication (in a state of intoxication) or any other condition that may render him incapable of controlling himself or of other persons under his charge shall be allowed to enter the site.
  - i. All safety and warning signs must always be obeyed.
  - ii. Entering or leaving the Site shall only take place at official access control points.
  - iii. All employees must adhere to the SHE and other site-specific rules.
  - iv. The *Contractor* must have a process in place to address employees that have contravened Health and Safety Requirements.

#### C2.2.17. CONTRACTOR'S SITE FACILITIES

- 1) Site facilities shall be established and maintained by the contractor or be maintained as per agreement with the site and/or contractual agreement. The facilities include but are not limited to the following: (refer to OHS Act Construction Regulation 30)
  - i. Temporary Facility Layout Plan
  - ii. Sheltered eating facilities
  - iii. Provision of safe drinking water
  - iv. Ablution facilities
  - v. Site Sheds, Offices and Amenities
  - vi. Lay down and Storage
  - vii. Temporary Site Services
- 2) Reasonable and suitable living accommodation for employees who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available. The *Contractor* must develop their site establishment procedure.

#### C2.2.18. PUBLIC SAFETY AND LIABILITY

- 1) Legislation requires that *Employers* shall be responsible, as far as reasonably practicable, for safeguarding persons other than those in their employment who may directly be affected by their activities so that they are not exposed to hazards to their health and safety (Section 9 of the OHS Act).
- 2) The *Contractor* shall factor in, in their safety plan, how they intend safeguarding/controlling any members of the public against their activities during the project

#### C2.2.19. HAZARD IDENTIFICATION AND RISK ASSESSMENT

- 1) The *Employer* shall prepare and provide a Baseline Risk Assessment for an intended construction work project to the contractor as part of the contract package.



- 2) The *Contractor* shall develop a Risk Assessment in line with Construction Regulation 9 (1) (a-e), in alignment with the *Employer's* Baseline Risk Assessment, where all risks are rated. Emerging risks and hazards must be managed during construction work, which means that significant changes to a process or activity, or any new process, then these should also be subjected to risk assessment.
- 3) The *Contractor* shall ensure that an appointed and competent person must conduct activity-based risk assessments.

#### C2.2.20. SAFE WORK PROCEDURES AND PRACTICES

- 4) There must be approved method statements and written safe work procedures for all the high-risk activities as identifiable in their risk assessment. No work shall be carried out without an approved method statement and written safe work procedure.
- 5) The supervisor/team leader to ensure all employees are trained on all applicable safe work procedures. Records of training/ awareness to be kept on site.
- 6) Safe work procedures must be compiled and documented for applicable activities (arising out of the Job Safety Analysis (JSA) and Hazard Identification & Risk Assessment (HIRA.))
- 7) The safe working procedure should identify the following, but not limited to:
  - i. Basic steps: Divide each task into several operational steps, and then explain how each step should be carried out.
  - ii. Safety procedures: Create explanations of how each step should be carried out, which guide the user to carry out the task safely.

#### C2.2.21. EMERGENCY PREPAREDNESS AND RESPONSE

- 8) This section aims to remind the *Contractors* and his contractors about the importance of developing a site-specific emergency response plan. The *Contractor*, together with his contractors, shall develop their emergency response plan for both site and offices and submit this plan to the *Employer's Agent* for approval. It may be decided that one site-specific emergency response plan be used for all *Package Orders*. The *Contractor* shall ensure that his employees and his contractor employees are trained on this plan.
- 9) The *Employer* shall undertake periodic emergency drills; however, the *Contractor* must initiate his emergency drills with permission from the *Employer's Agent*, which must be recorded and provided on request

#### C2.2.22. CONSTRUCTION VEHICLES AND MOBILE PLANT

All construction vehicles and equipment shall meet the legislative requirements pertaining to the OHS Act

Construction Regulations 23, the National Road Traffic Act, the Mine Health and Safety Act, and the National Environmental Act. The following requirements apply to the use and operation of construction vehicles:

- 1) A *Contractor* and his contractor shall ensure that all construction vehicles and mobile plant are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant.

- 2) Designated drivers shall have an appropriate valid driver's licence for the vehicle class and authorised in writing to operate the construction vehicle and/or mobile plant. The driver's license shall be kept by the person so authorised, and he shall produce such card on request.
- 3) All construction vehicle operators, flagmen, banksmen, signalmen, or points men are to wear reflective PPE on site.
- 4) Where reversing is unavoidable, it shall only be done with the presence of a flagman or a banksman.
- 5) A vehicle and pedestrian management plan must be developed by the contractor to be in line with the *Employer's* plan.
- 6) Ensure that all traffic signs are displayed.
- 7) All drivers of construction vehicles and mobile plant shall have medical certificates of fitness to operate those construction vehicle and mobile plant, issued by an occupational health practitioner in the form of Annexure 3 of the OHS Act.
- 8) Each Project site shall have a system/process to manage vehicle access to the site.
- 9) The speed limit within the bounds of the construction site is 40 km/h, or as per existing site speed limit. No drivers or operator may text, talk on cell phones or two-way radios whilst driving.
- 10) It is the responsibility of the driver to ensure:
  - i. He/she and their passengers wear seat belts whilst the vehicle is in motion.
  - ii. Comply with all traffic road rules, safety, direction and speed signs.
  - iii. Ensure that vehicle loads are properly secured and loaded onto vehicles.
  - iv. Ensure that vehicles are not overloaded.
- 11) The *Contractor* shall ensure that his employees and those of his contractors do not.
  - i. Ride on the back of elevators, cranes or other mobile plant equipment.
  - ii. Leave vehicles unattended with the engine running.
  - iii. Park vehicles in unauthorised zones/areas.
- 12) The *Employer* reserves the right to search any vehicle on the premises or when entering or leaving the premises.
- 13) The *Contractor* shall be solely responsible for the safety and security of any of his vehicles (including private vehicles) on the premises.
- 14) The *Contractor* shall attach identification markers on all construction vehicles that are permitted to enter the site.
- 15) The *Contractor* must maintain his vehicles and plant in a roadworthy condition with a valid license. These vehicles shall be subject to inspection by the *Employer's Agent*. Vehicles which are not roadworthy shall not be allowed onto the site.
- 16) In the event where the *Contractor* and his contractor do not own the equipment, the *Contractor* is still responsible for ensuring all conditions are complied with by all of his contractors or hire companies.

- 17) Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them. Precautions shall be taken to lash all loads properly. Loads projecting from vehicles shall be securely loaded and in the daytime with a red flag, and during darkness, a red light or red reflective material shall be attached to the end of such projecting material.

#### C2.2.23. HOUSEKEEPING

- 1) The *Contractor* and his contractor shall maintain a high standard of housekeeping within site. Prompt separation and disposal of waste materials, scrap and rubbish, is essential and is for the account of the *Contractor*.
- 2) The *Contractor* shall carry out regular safety/housekeeping inspections (at least weekly) to ensure the maintenance of satisfactory standards. The *Contractor* shall document the results of each inspection and shall maintain records for viewing.
- 3) Prior to receiving and storing the material, the Contractor should identify and notify all the areas he intends to stack and store materials to the Employer's Agent Representative and Employer's Agent for health and safety for acceptance about the suitability of the identified areas. Once the areas are accepted, the Contractor shall temporarily demarcate these areas appropriately, restricting unauthorised access. The temporary demarcation shall be in the form of fencing, access control and hazard tape (Red and White or Yellow and Black). The Contractor should then request approval by the Employer's Agent Representative and Employer's Agent for health and safety. Materials may only be stored in areas which have been approved/accepted by the Employer's Agent Representative and Employer's Agent for health and safety.

Failure to comply with the above, shall be construed a substantial breach of the health and safety requirements and the Employer may terminate the Contract in terms of clause 9.2.1 of the conditions.

**NOTE: Where hazards exist, and entry must be specifically excluded for safety or health reasons, a robust and substantial barrier of timber, rope or other material must be used in conjunction with barrier tape to prevent entry to unauthorised persons. Hazard tape in any form must not be used in isolation.**

#### C2.2.24. SIGNAGE

All symbolic safety signage that the *Contractor* or his/her Contractors are to use or display shall comply with the requirements of SANS 1186.

#### C2.2.25. HAZARDOUS MATERIALS/CHEMICALS MANAGEMENT

- 1) HCS shall be managed as per HCS Regulations of the OHS Act 85 OF 1993.
- 2) Before bringing HCS onto the site or produced on the site, the *Contractor/contractor* shall supply the *Employer* with the following:
  - i. Material Safety Data Sheets (MSDS) per the requirements of the OHS Act –
  - ii. Regulations for Hazardous Chemical Substances;
  - iii. Proposed arrangements for safe storage;
  - iv. Proposed methods for handling/usage;
  - v. The proposed method of disposal;

- vi. Hazard communication/training plan.

#### C2.2.26. FLAMMABLE AND COMBUSTIBLE LIQUIDS

Use and temporary storage of flammable and combustible liquids shall be managed as per Construction Regulations (CR 25) and GSR 4 of the OHS Act 85 OF 1993.

#### C2.2.27. COMPRESSED GAS CYLINDERS.

Use and temporary storage of Compressed Gas Cylinders shall be managed as per the General Safety Regulation 9 of the OHS Act 85 of 1993 and SABS 1548

#### C2.2.28. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 1) In terms of Section 8 of the OHS Act, the *Employer* must take steps to eliminate or mitigate any hazard or potential hazard to the safety or health of employees before resorting to PPE. The *Contractor's* employees and his contractor employees at the construction site, including visitors, shall use the relevant SANS approved, risk-based PPE at all times, as a minimum:
  - i. Head protection hard hat (with 3-point chin straps)
  - ii. Steel toe-capped safety boots.
  - iii. Safety Gloves
  - iv. Mask
  - v. Long-sleeved and long pants protective clothing with reflector strips.
- 2) The *Contractor* shall ensure that his employees understand why personal protective equipment is necessary and that they use them correctly. Strict non-compliance measures must be taken against any employee not complying with the use of PPE.

#### C2.2.29. Issue, Replacement and Control of PPE

- 1) The *Contractor* must provide a detailed procedure with a matrix on the issuing, maintenance and replacement of PPE for all his employees and contractors on site.
- 2) The *Contractor* is required to keep an updated register of all PPE issued, including that of his employees and contractors.

#### C2.2.30. TOOLS AND EQUIPMENT

All tools equipment brought onto site by the *Contractor* and their contractors shall be appropriate to the task being performed and in good condition. The *Contractor/contractor* shall ensure that he has all the necessary registers to record all tools and equipment. All employees shall be competent to operate or use tools and equipment.

#### C2.2.31. BARRICADING

Work areas must be adequately barricaded to prevent unauthorised access.

- 3) Digging, excavation, or driving a peg, pile or spike into the ground operations by the *Contractor/contractor* may not commence without the written authorisation from the *Employer*.

- 4) Before commencing work on any excavation or trench, utility owners shall be contacted and advised of the proposed work and determine the location of all underground installations, i.e., sewer, telephone, water, fuel, electric, etc. Overhead hazards shall be assessed and dealt with before the commencement of work.
- 5) Adequate precautions shall be taken by the Contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.
- 6) All excavations done by the Contractor are to be demarcated and barricaded to prevent accidental access.
- 7) Only solid barricading shall be used at areas where a fall hazard is present. Solid barricading and/or hole covers shall be provided around all holes or openings to prevent any person from being injured as a result of a fall. Danger tape may only be used as a pre-warning to make the solid barricading more visible and to prevent persons from coming close to the danger area.
- 8) Barricading must be placed as close (500mm from the edge) as possible to the excavation.
- 9) If excavation or trench endangers the stability of buildings or walls, shoring, bracing, or underpinning shall be provided. Excavations and trenches that are adjacent to backfilled excavations or trenches, or which are subject to vibrations from railroad traffic, road traffic, blasting in open cast mining or the operation of machinery (e.g., shovels, cranes, trucks), must be secured by a support system, shield system or other protective systems (i.e., sheet pile shoring, bracing).
- 10) Where it is impracticable to provide fixed guard railing, effective removable barriers shall be provided at all unguarded openings in guard railing and shall be maintained in position at all times until the hazard no longer exists.
- 11) Warning signs and flashing warning lights at night shall be displayed in suitable positions to warn any persons approaching the area of the location and extent of any excavation.
- 12) No material to be within 3m of the excavation edges.
- 13) All excavations must be on the register and inspected daily before work commences and after inclement weather by the contractor's appointed competent person declared safe and his findings noted in the said register.
- 14) The *Employer* to review the said register on a pre-determined frequency not exceeding seven (7) days.
- 15) Whilst work is being performed in an excavation, there shall be a supervisor, at all times.
- 16) Every twelve meters, there shall be an escape ladder, in all excavations.
- 17) Requirements in Construction Regulation 13 of the OHS Act, shall apply as well.
- 18) No work shall commence in an excavation unless the excavation has been declared safe in writing by the appointed competent person.
- 19) The *Contractor* shall not have more than thirty open pits at a time.

#### C2.2.32. WORK STOPPAGE

- 1) The section aims to outline the conditions under which work shall be stopped and the process to be followed to ensure that the worksite is rendered safe.

- 2) The temporary stoppage of an activity/activities or task(s) may be because SHE concerns, including the following circumstances which shall not warrant any financial compensation:
  - i. All work of a similar nature may be stopped due to the occurrence of a serious incident, and the relevant *Contractor* shall be required to comply with, and/or verify, the conditions stipulated in the work stoppage instruction pack.
  - ii. Ad hoc safety intervention by any person, especially SHE functionaries, may be due to unsafe work or unsafe behaviour by the *Contractor*. The conditions that gave rise to the work stoppage shall determine the corrective measures to be taken to protect the health and safety of employees and protect the environment and plant or equipment, etc.
- 3) The process to be followed is:
  - i. The relevant activity must be stopped.
  - ii. The *Employer's Agent* and/or *Contractor* and his contractors shall immediately remove the workforce from the work area and correct the health and safety deficiencies by allowing only the people in the area that are competent to make the area safe.
  - iii. The *Contractor* and his subcontractors shall ensure that no other work is being performed during this time. Should the estimated time from the outset to make the area safe where life-threatening/imminent danger situations exist, then the area shall be barricaded, and a sign placed with the wording "Unsafe Area – Authorized Access Only".
  - iv. The *Employer's Agent* shall review the affected parts/sections of the SHE specification to provide sufficient SHE information to the *Contractor*.
  - v. The *Contractor* shall then revise the relevant sections in the SHE plan to accommodate the changes.
  - vi. The *Employer's Agent* must ensure that the revised provisions in the SHE plan are adequate and must approve it before the work activity is commenced.
  - vii. Before the workforce is allowed back in the area, the *Contractor* and his subcontractors shall ensure:
    - that the area is re-inspected by Contractor Safety Officer and *Supervisor* and noting corrective actions taken.
    - declare the area safe for work by signing off on the "work stoppage" notice issued by the *Employer's Agent*.
    - refer to requirements of Construction Regulation 4(q) of the OHS Act.

NOTE: Work stoppages that are initiated due to SHE related shall not warrant any financial compensation claim lodged against *Employer*.

#### C2.2.33. SHE AUDITS/INSPECTIONS

The *Employer* reserves the right to conduct unannounced audits/inspections on contractors

##### 1) Compliance and Approval of Contractor SHE Plan

The *Contractor's* SHE Plan shall be audited against a compliance checklist to confirm compliance with the requirements in the *Employer's* SHE specifications. Once there is compliance, the *Employer* shall approve the *Contractor's* SHE plan. The implementation of the SHE Plan shall be assessed by conducting systematic audits on site.

##### 2) Contractor SHE Performance Evaluation

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The *Employer* shall evaluate the *Contractor* SHE performance on an ongoing basis against the *Employer's* SHE specifications and requirements.

3) Internal Audits

Contractors are required to conduct monthly internal audits on both their employees and their contractors on the implementation of their SHE Plan or when the scope of work changes. A summary of the findings and the proposed corrective actions shall be submitted to the *Employer's Agent* on the last day of the audit. The report shall be submitted within one week after completion of the audit.

4) Third-Party Legal Compliance Verification Audits

The *Contractor* shall conduct a quarterly third-party legal compliance verification audit for the duration of the Framework Agreement. If *Contractor* has a third party legal compliance verification audit that is to be conducted on the site activities, then a copy of the summary of the findings and the proposed corrective actions shall be submitted to *Employer's Agent*. The written report shall be submitted within one week after the completion of the audit.

5) SHE Plan Audits

The *Employer* shall conduct monthly audits conducted on the *Contractor* and/or contractors. These audits shall be attended by the *Contractor's* site manager or his representative. If there are any findings/non-compliance identified in these audits, work shall be stopped for that specific *Contractor* and contractor company.

#### C2.2.34. INVESTIGATION OF FATALITIES / INJURIES / DISEASES / NEAR MISSES

- 1) The *Contractor* shall report all incidents/accidents as required in terms of legislation including near-miss incidents, first aid, medical treatment, lost time incidents (lost-time injuries and fatalities); Section 24 and 25 incidents; electrical contact; major equipment damage; chemical spillage and other environmental incidents within 24 hours or before the end of the work shift.
- 2) All incident reporting, recording, classification and investigation shall be done according to the *Employer* requirements
  - i. Date, time and place of incident;
  - ii. Description of the incident;
  - iii. The root cause of incident/accident;
  - iv. Type of injury (if any);
  - v. Medical treatment provided (if any);
  - vi. Persons involved;
  - vii. Names of witness/s;
  - viii. Corrective action to prevent a recurrence
- 3) It is required that all corrective action is closed out within 3 months. If this is not practicable within the timeframe, then it is to be submitted at a later date agreed to by the *Employer's Agent*.

- 4) If it is found that the *Contractor* or his contractor are hiding/not reporting incidents, then steps (which may include disciplinary action) would be taken against the Line Management of the *Contractor* and contractor. Please note that providing the accident/incident investigation report does not exempt the *Contractor* from providing accident reports required by Statutory Authorities, in particular, the Contractors' responsibility for reporting accidents in accordance with the requirements of the OHS Act and COID Act.
- 5) The *Contractor* shall demonstrate that corrective action has been taken and that the action was communicated using the predetermined means to all *Contractor* staff affected. All corrective actions must be closed within 2 weeks from the date of issuing of the investigation report.
- 6) Feedback on the status of close out of corrective actions must be communicated at the relevant forums. The *Contractor* shall compile and implement the procedure for:
  - i. Reporting and investigation of incidents – This document sets out the procedures to be followed when reporting, recording and investigating incidents that occur on a construction site.
  - ii. Workplace Injury and Disease Recording – The purpose of this document should be a guide to the *Contractor* on how to accurately evaluate, define and categorise fatalities, injuries and occupational diseases in a data format for the calculation of performance indicators for health and safety.

#### C2.2.35. HEALTH AND SAFETY BEHAVIOUR OBSERVATIONS AND INSPECTIONS

The objective of behavioural safety observations is to assess and address the actual safe and unsafe behaviours of people in the workplace; as well as workplace conditions - which are caused by the actions or non-actions of employees, contractors or their supervisors.

#### C2.2.36. MONTHLY SHE STATISTICAL AND NON-STATISTICAL REPORTS

- 1) This section is to outline all the incidents the *Contractor* must report to the *Employer*, no later than the 2<sup>nd</sup> of every month, name of *Contractor*, name of each contractor and each company's performance, which includes the following as a minimum:
  - Incidents: Lost time, medical; first aid, near misses reported
  - Manpower numbers per *Contractor* and Contractor Company
  - Actual man-hours worked
  - Status on incidents investigated and recommendations closed out
  - Status on audits conducted and findings closed out.
- 2) The *Employer* shall define and provide a reporting template.

#### C2.2.37. OMISSIONS FROM THIS SHE SPECIFICATION

By drawing up this SHE specification, the *Employer* has endeavoured to address the most critical aspects relating to SHE issues to assist the *Contractor* to adequately provide for the health and safety of employees on site. Should *Employer* not have addressed all SHE aspects pertaining to the work that is tendered for, the contractor needs to inform the *Employer* of such issues when submitting the tender, and also include them in his SHE plan.

#### C2.2.38. SHE FILE

The *Contractor* must have a SHE File in which records of this specification and the SHE plan are kept, for the duration of the project. The file must be kept on the site and be made available on request for audit and inspection purposes. At the end of the project, the SHE File shall be handed over to the *Employer* for recordkeeping.



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### C2.2.39. CONTRACTOR'S ACCOUNTABILITIES FOR THEIR CONTRACTORS

- 1) If the *Contractor* needs to introduce a new contractor, the *Contractor* must first inform the *Employer* and obtain his approval. Such contractors must, in every respect, meet the *Employer's* SHE requirements.
- 2) Should the *Contractor* appoint a contractor, the *Contractor* would then have the same role and responsibility in relation to the contractors, in a similar way as the *Employer* has in relation to the *Contractor*.
- 3) The *Contractor* is directly accountable for the actions of his contractors. *The Contractor* shall be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.
- 4) The *Contractor* shall ensure that the contractors appointed have the necessary competencies and resources to perform the work safely. The *Contractor* shall provide any contractor who is making a bid or appointed to perform construction work, with the relevant sections of the documented SHE specification. Upon review of the contractor's SHE Plan, the *Contractor* shall provide the *Employer* with the said document for approval.
- 5) The *Contractor* shall carry out audits on the contractor at least monthly to ensure that their SHE plan is being implemented and maintained.
- 6) The *Employer* reserves the right to conduct health and safety audits on the contractor. Any non-conformances or findings or observations found in these audits shall be raised and discussed with the relevant *Contractor* (with whom the contractor is contracted with).
- 7) The *Employer* and/or the *Contractor* shall stop any contractor from executing construction work which poses a threat to the safety and health of persons or the environment or non-compliance to the approved SHE plan. The *Contractor* shall have a disciplinary process or an organisational procedure to deal with employees who have transgressed organisational requirements.

### C2.2.40. HOURS OF WORK

All Works shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. The *Contractor* and his contractors shall notify the *Employer's Agent* of any work that needs to be performed after hours according to the agreed arrangements. The application needs to be submitted timeously, at least within the notice period of the contract.

**FORM C1.5 MONTHLY REPORTING**

The Contractor shall monthly provide a progress, labour and subcontractor expenditure reports as required for MIG, EPWP and CPG reporting in a format approved by the Employer. It is mandatory requirement of this Contract that the Contractor submit these reports together with its application for interim payment.

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**FORM C1.6 SUPPLY CHAIN MANAGEMENT POLICY**

Please refer to O. R. Tambo Procurement Policy.

**C3 PRICING DATA**

<b>Document Reference</b>	<b>Title</b>	<b>Pages</b>
	This cover page	117
Form C3.1	Pricing Instructions	118
Form C3.2	Bill of Quantities	120

## FORM C3.1 PRICING INSTRUCTIONS

### 3.1.1 How work is priced and assessed for payment

This is a re-measurement contract, and the bill comprises only items measured using quantities and rates or stated as lump sums. Time-related items are items measured using rates where a rate is a unit of time.

### 3.1.2 Guidance before pricing and measuring

Tendering contractors are advised to consult the sections dealing with the bill of quantities in the General Conditions of Contract for Construction Works, Third Edition, 2015. (GCC 2015), Guidance Notes before entering rates and lump sums into the bill.

### 3.1.3 Measurement and payment

#### 3.1.3.1 Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

<b>Abbreviation</b>	<b>Unit</b>
%	Percent
h	Hour
Ha	Hectare
Kg	Kilogram
Kl	Kilolitre
km	Kilometre
kPA	Kilopascal
kw	Kilowatt
l	Litre
m	Metre
Mm	Millimetre
m <sup>2</sup>	square metre
No	Number
PC Sum	prime cost sum
Prov. Sum	provisional sum
Mnth	Month

#### 3.1.3.2 General Assumptions

The rates and prices are deemed to include (unless otherwise specifically stated in the bill of quantities or herein) all the relevant costs associated with the conditions of contract as amended and shall include but not be limited to the following cost components.

- 1) The Tenderer is deemed to have obtained all the necessary information required to adequately price the scope of work associated with this project, and no claim shall be considered resulting from lack of knowledge in this respect.
- 2) Unless otherwise stated, items are measured net per the drawings, and no allowance has been made in the quantities for waste.

- 3) The prices and rates stated for each item in the *bill of quantities* shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 4) An item against which no price is entered shall be treated as covered by other prices or rates in the *bill of quantities*. *If any items in the bills are not priced it shall be deemed that either no costs are involved or the costs are covered elsewhere. The total tender price in the Tender Form shall constitute the contract price of the successful tenderer.*
- 5) The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Employer's Agent* at each assessment date shall be used for determining payments due.
- 6) The short descriptions of the items of payment given in the Bill of Quantities are only to identify the items. Detail regarding the extent of the work entailed under each item is provided in the Scope of Work.
- 7) A price or rate is to be entered, in **BLACK INK**, against each item in the Bill of Quantities.
- 8) Such prices shall cover all costs and expenses that may be required in and for the construction of the work described.
- 9) The bills shall have all items properly priced and extended.
- 10) An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered shall be considered to be covered by the other amounts or rates in the Bill. Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the contract.
- 11) The tenderer shall not group together a number of items and tender one rate for such group of items.
- 12) No alteration, erasure or addition in the text of the bills of quantities will be recognised and as such the original wording of these bills of quantities will be adhered to.
- 13) The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply, should work under these items be required.

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<b>FORM C3.2 BILL OF QUANTITIES</b>
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Note: All quantities are provisional, and the final quantities shall be re-measured upon completion.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b><u>SCHEDULE 1: PRELIMINARY AND GENERAL</u></b>				
<b>1.1</b>	<b>FIXED-CHARGE ITEMS</b>				
1.1.1	Contractual Requirements				
	(a) Public Liability Insurance	Sum	1		
	(b) Performance Guarantee/Bond	Sum	1		
	(c) Insurance in respect of Contractor's failure to deliver the Works per standard	Sum	1		
	(d) Insurance in respect of loss of or damage to the Works, Plant and Materials (Retention)	Sum	1		
	(e) Insurance in respect of Occupational Injuries and Diseases	Sum	1		
	(f) Provision of Health and Safety Plan and Safety File.	Sum	1		
1.1.2	Establishment of Facilities for the Employer's Agent and Contractor on Site				
	(a) Offices and storage sheds	Sum	1		
	(b) Contract Name board	Sum	1		
	(c) Ablution and latrine facilities	Sum	1		
	(d) Tools and equipment	Sum	1		
	(e) Water supplies, power and communication	Sum	1		
	(f) Security and Access	Sum	1		
	(g) Plant	Sum	1		
<b>Total Carried Forward</b>					



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Total Brought Forward</b>					
1.1.4	Removal of <i>Contractor's</i> and <i>Engineers</i> facilities on completion	Sum	1		
1.1.5	Compliance with Occupational Health and Safety Act 85 of 1993 and its regulations and with the Employers Health and Safety Specification				
	(a) Health and Safety Induction Training	Sum	1		
	(b) Provision of all health and safety signage in terms of legislation and Employer requirements, PPE, including COVID-19 related items	Sum	1		
<b>1.2</b>	<b>TIME-RELATED ITEMS</b>				
1.2.1	Company and head office overhead costs for the duration of the contract	Months	6		
1.2.2	Operation and maintenance of facilities on the Site for the duration of construction				
	(a) Offices and storage sheds	Months	6		
	(b) Contract Nameboard	Months	6		
	(c) Ablution and latrine facilities	Months	6		
	(d) Tools and equipment	Months	6		
	(e) Water supplies, power and communication	Months	6		
	(f) Security and Access	Months	6		
	(g) Plant	Months	6		
1.2.3	Supervision for the Duration of the Contract	Months	6		
<b>Total Carried Forward</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>Total Brought Forward</b>					
1.2.4	<p>Compliance with Occupational Health and Safety Act 85 of 1993, its regulations, the Employer's Health and Safety Specification and other COVID-19 related legislation.</p> <p>This item shall only be paid if the Contractor achieves more than 75% for the monthly independent OHS audits conducted by the Employer.</p>	Months	6		
1.2.5	<p>Reporting and Compliance</p> <p>(a) SHE Representative Report</p> <p>(b) EPWP Labour Report</p> <p>(c) Progress Report</p>	<p>Months</p> <p>Months</p> <p>Months</p>	<p>6</p> <p>6</p> <p>6</p>		
<b>Carried Forward to Summary of Schedules: Schedule 1</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	<b><u>SCHEDULE 2: PROVISIONAL SUMS AND PRIME COST ITEMS</u></b>				
2.1	<b>PRIME COST ITEMS STATED PROVISIONALLY BY THE EMPLOYER'S AGENT</b>				
2.1.1	Prime Cost Items				
	(a) CLO remuneration The Contractor will remunerate the CLO monthly. The monthly remuneration package shall include an all-inclusive basic salary of R7 500.00, which includes monthly Airtime and Data to the value of R500.				
	i) Remuneration of CLO	PC	1	45 000,00	45 000,00
	ii) Overheads, charges, and profit on 2.1.1(a)(i)	%		45 000,00	
	(b) Allowance for conducting medicals for each labourer on site.				
	i) Baseline Medicals	PC	1	15 000,00	15 000,00
	ii) Exit Medicals	PC	1	15 000,00	15 000,00
	iii) Overheads, charges, and profit on 2.1.1(b)(i)	%		30,000.00	
	(c) Plant and Materials				
	i) The rates contained in this schedule are for the Supply and delivery of precast concrete VIP toilets and Pit Lining as per approved Design Package	PC	1	6 568 053,00	6 568 053,00
	ii) Overheads, Transport, charges, handling and profit on 2.1.1(c)(i) and (c)(ii) above	%		6 568 053,00	
<b>Carried Forward to Summary of Schedules: Schedule 2</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	<p><b><u>SCHEDULE 3: PREFABRICATED CONCRETE VIP STRUCTURES</u></b></p> <p>The rates contained in this schedule are for the installation of precast concrete VIP toilets as per approved Design.</p> <p><b>3.1 PREFABRICATED VIP TOILETS</b></p> <p>3.1.1 All-inclusive rate for the site clearance, <b>Excavation</b> for pits to the required depth in all subsoil materials, Construction of a <b>Double Pit Lining</b> and floor slab, backfill, compact and dispose of surplus materials, and make good around the pit as per approved <i>Design</i>.</p> <p>3.1.2 <i>LIC</i> The rate also includes the installation of prefabricated VIP toilets with roof, floor slab, Filler Slabs, vent pipe, fly screen, spring loaded door frame and lockable door handles and child seat pedestal (including seat cover) with 10L hand washing facility and basin as per approved <i>Design</i>.</p> <p>3.1.3 <i>LIC</i> The Contractor shall submit copies of happy letters signed by the <i>Employer's Agent Representative</i>, Contractor, ISD Consultant and the household beneficiary to receive payment for the item 3.1.1. No payments shall be made under this item without a signed happy letter.</p> <p>3.1.4 <i>LIC</i> (a) Prefabricated Concrete VIP Units - Double Pit</p> <p>3.1.5 <i>LIC</i> (b) Prefabricated Concrete VIP Units - Double Pit - Disability Type</p> <p>3.1.6 <i>LIC</i> (c) Backfill, Compact and dispose all surplus Material, and Making good around the Pit</p>				
<b>Carried Forward to Summary of Schedules: Schedule 3</b>					

<b>SUMMARY OF SCHEDULES</b>		
<b>Schedule No.</b>	<b>Description</b>	<b>Amount</b>
1	SCHEDULE 1: PRELIMINARY AND GENERAL	
2	SCHEDULE 2: PROVISIONAL SUMS AND PRIME COST ITEMS	
3	SCHEDULE 3: PREFABRICATED CONCRETE VIP STRUCTURES	
	<b>Value of Works</b>	
	Contingencies (5% of Value of Works)	
	<b>Total</b>	
	Value Added Tax at 15%	
	<b>Tender Closing Amount</b>	

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

**C4 SCOPE OF WORK**

All definitions, interpretations, and general provisions for the General Conditions of Contract for Construction Works, Third Edition, 2015. (GCC 2015) are applicable.

<b>Document Reference</b>	<b>Title</b>	<b>Pages</b>
	This cover page	127
Part C3.1	Descriptions of Works	128
Part C3.2	Project Specification	133
Part C3.3	<i>Employer's and the Contractor's design</i>	137
Part C3.4	<i>Employer's CPG Commitments</i>	139

## PART C3.1 DESCRIPTION OF WORKS

**C3.1.1. INTERPRETATION AND TERMINOLOGY**

The following abbreviations are used in the Works Information:

ORTDM	O. R. Tambo District Municipality
TBA	To be announced
SHE	Safety Health Environment
BBBEE	Broad-Based Black Economic Empowerment
PPPFA	Procurement Preferential Policy Framework Act
OHS	Occupational and Health Safety

**C3.1.2. OVERVIEW OF THE WORKS**

The work entails the design, manufacture, supply, delivery, installation of **710 Pre-Cast Concrete VIP toilets** in various villages within **Nyandeni Local Municipality Ward 5 A**.

**C3.1.3. EMPLOYER'S OBJECTIVES**

The Clients objectives is to supply, deliver and install precast concrete VIP toilets in various villages within **Ward 5 A of Nyandeni Local Municipality** and surrounding areas. The contractor shall use reasonable resources.

**C3.1.4. EXTENT OF WORKS**

The extent of the proposed works includes but are not limited to, the following:

- Establishment of site by the Contractor
- The supply of labour, tools, equipment, materials and supervision, necessary to complete the work
- Setting out of the works
- Temporary works
- The provision of all statutory regulatory requirements such as but not limited to health and safety, environmental, security, insurances, performance guarantees, etc.
- Carry out contract administration procedures in terms of the contract
- Undertake and construct the works in terms of the conditions as stated in the works
- Accommodation of vehicular traffic and pedestrians during all construction work
- Maintenance of the works during and after construction as per the contract
- Supply, and delivery of precast concrete VIP toilets
- Clear and grub
- Excavation of toilet pits to the required depth
- Construction of pit lining with a minimum effective volume of 4m<sup>3</sup>
- Installation of precast concrete toilets as per approved design
- Re-instatement of work area

**C3.1.5. LOCATION OF SITE**

The site is situated in rural areas of **Nyandeni Local Municipality** in Ward 5 A. The Villages are listed below:

▪ <i>Mthombe Village</i>	▪ <i>Mancgwanguleni Village</i>	▪ <i>Sompa Village</i>
▪ <i>Nxukhwebe Village</i>	▪ <i>Gebane Village</i>	▪ <i>Bomvini Village</i>
▪ <i>Kwangolo Village</i>	▪ <i>Ndayini Village</i>	▪ <i>Lwandlana Village</i>
▪ <i>Thafeni Village</i>	▪ <i>Mpindwenii Village</i>	▪ <i>Sdwadweni Village</i>

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**C3.1.6. TEMPORARY WORKS****3.1.6.1. Existing Services**

It is the Contractor's responsibility to protect the existing services and must make provision for the works when pricing. The Contractor shall ensure that prior to construction all the necessary records for all services have been obtained and verified on site by the relevant authorities.

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

**3.1.6.2. Shoring of Excavations**

The Contractor shall make allowance for shoring and protection against collapse of all excavations deeper than 1.5m from the surrounding natural ground level. Alternatively, battering of side slopes of the excavation will be allowed.

**3.1.6.3. Housekeeping**

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

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

**C3.1.7. ACCESS TO SITE**

No work may commence on the project unless the *Employer's Agent* has issued an instruction to commence with the *Works* in terms of Clause 5.3.1, whereas the following documentation has been approved by the *Employer*:

- 1) Design Package
- 2) Health and Safety File
- 3) Initial Programme
- 4) all the guarantees required under this Contract have been duly obtained
- 5) all the insurances required under this Contract have been duly obtained
- 6) Site Access has been granted to the *Contractor* by the *Employer*.

The *Contractor* shall submit all requisite documentation within the period stated in clause 5.3.2 of Seven (07) days after the Commencement Date. Should there be a need to rectify the documentation, an additional opportunity shall be granted to conform to the requirements; the *Contractor* must resubmit the revised documentation within seven days of being instructed to do so by the *Employer's Agent*. Thereafter, should the documentation fail to comply with the requirements set out in this Contract, the *Employer* may terminate the *Contract*.



**C3.1.8. NORMAL WORKING DAY AND TIME**

The minimum recommended working hours to be observed site are from Monday to Friday between **07h30 to 16h30**; these days and hours constitute normal working day and time in terms of this contract.

**C3.1.9. HEALTH AND SAFETY COMPLIANCE**

The *Contractor* shall ensure that all required documents prescribed by Law are kept on file at the site office. All OHS and Construction Regulation requirements are to be adhered to by the *Contractor*.

**C3.1.10. MEETINGS**

Meetings of a general nature may be convened and chaired by the *Employer's Agent*. Meetings of a specialist nature to address specific issues as and when the need arises, may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties. Records of these meetings shall be submitted to the Employer's Agent by the person convening the meeting within five (5) days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used to confirm actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

The Contractor shall be represented at all meetings by at-least one of the key personnel, preferably the Construction Manager. All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee.

Meeting Type	Location	Interval	Attendance
Management Meeting	Employer Offices	Time to Time	<i>Employer's Agent, Employer's Agent Representative, Contractor, Employer, ISD Consultant, and OHS Agent</i>
Site Handover meeting	Site	After the acceptance of the SHE File	<i>Employer's Agent, Employer's Agent Representative, Contractor, Employer, ISD Consultant, Community and OHS Agent</i>
Community/Stakeholder Meetings	Site	Monthly	<i>Contractor, PSC, Employer's Agent (ISD)</i>
Toolbox talk and risk assessment	Site	Occurs daily, before work begins.	<i>Contractor</i>
Site/Technical Meetings	Site	Monthly	<i>Employer's Agent, Employer's Agent Representative, Contractor, Employer and OHS Agent</i>

**C3.1.11. CONTRACT MANAGEMENT**

The *Contractor* is to ensure that all Construction Managers are competent and trained in the use of the general provisions of the General Conditions of Contract for Construction Works, Third Edition, 2015 (GCC 2015) and are fully conversant and familiar with the usage and procedures thereof. Adherence to the terms and conditions of the GCC is essential, and a requirement of all Construction Managers dedicated to the project.

**C3.1.12. COMMUNICATIONS**

Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied, and recorded, meaning in writing. A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.

Any notice or instruction required or permitted to be given under this *Contract* shall be in writing, specifically refer to this *Contract*, and shall be addressed to the appropriate recipient. Furthermore, instructions shall be issued by the *Employer's Agent* only, however, site instructions relating to the quality of work may be issued by the *Employer's Agent Representative* where appropriate.

**C3.1.13. PROGRAMMING CONSTRAINTS**

Time is critical on the project; thus, a comprehensive and fully detailed programme indicating all milestones and critical dates. This programme must first be accepted by the Employer's Agent and must be updated at the intervals stipulated in the terms and conditions.

Additional to the requirements stated in the terms, the following shall be included in the programme:

- (i) the *Commencement Date*
- (ii) the submission of documentation date per Clause 5.3.1
- (iii) completion of site establishment date:
- (iv) construction activities per village within the ward. All activities on the programme shall be linked to labour resources and equipment required to perform the specific activity.
- (v) material delivery dates
- (vi) the *Due Completion Date*
- (vii) and handover dates (*i.e., Practical Completion, Defects Period, Completion Date*) for formal inspection by the *Employer's Agent Representative* must be indicated

the programme must indicate the non-working days for the entire construction period. All public holidays for the duration of the contract. The *Contractor* shall submit the updated programme at intervals stipulated in the Contract Data.

**C3.1.14. CONTRACTOR'S MANAGEMENT, SUPERVISION AND KEY PEOPLE**

The *Contractor* shall submit an organogram showing all key people involved in the execution of the *Works*. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file.

The *Contractor* shall also ensure that all plant, equipment, and resources dedicated to the project shall not be removed from site until there is no use for the intended plant and equipment. No moving of equipment and resources between projects shall be allowed without the *Employer's Agent* approval as it shall have an impact on the completion of the project and lead to delays in completion.

**C3.1.15. REPORTING AND KPA**

Within seven (7) days of the *Commencement Date*, the *Employer's Agent* shall issue Employer approved formats for the following:

- Payment Certificate
- EPWP Labour Report
- CPG Expenditure Report
- Progress Report

The Contractor shall monthly provide a progress, labour and subcontractor expenditure reports as required for MIG, EPWP and CPG reporting in a format approved by the *Employer*.

The labour report must include details of all labour (including that of subcontractors) that are South African citizens, earning less than **R 230.00 a day**, who are employed on a temporary or contract basis on this contract in the month in question. In addition, the Contractor shall simultaneously furnish the Employer's Agent with copies of the signed employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance registers or timesheets, as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. 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 and proof of such acknowledgement shall be furnished to the Employer's Agent.

The labour report shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site and be made available to the Employer's Agent upon request.

It is mandatory requirement of this Contract that the *Contractor* submit these reports together with its application for interim payment. No interim payments shall be approved if any of the above reports are not included in the submission. To avoid doubt, the Contractor shall submit the following documents together with its application for interim payment:

- 1) Letter of appointment
- 2) Bank Account Confirmation Letter
- 3) Tax Invoice
- 4) Payment Certificate
- 5) EPWP Labour Report
- 6) Subcontractor Expenditure Report
- 7) SHE Representative Report
- 8) Progress Report
- 9) Signed Happy Letter Register
- 10) Delivery notes signed by Employer's Agent Representative and Contractor
- 11) Cession Agreement, if applicable
- 12) Cessionary Bank Confirmation letter, if applicable
- 13) Cessionary Invoice, if applicable

## PART C3.2 PROJECT SPECIFICATION

**C3.2.1 PROJECT SPECIFICATIONS**

The latest SANS 1200 Standard Specifications for Civil Engineering Construction shall be applicable to this contract as well as the latest National Building Regulations, SANS 10400- Part Q. Part Q: Non-waterborne means of sanitary disposal refers to all the parts of the system that could be used from VIP toilets (Ventilated improved pit toilets). The construction guidelines are specific as to size and location and must minimise odours and the attraction of flies

For this Contract the following standardised specification sections of the SANS 1200 series shall form part of the Contract Document (although not issued or bound in with the Tender Document).

<b>SANS 1200 Series</b>	<b>Title</b>
A	General (Small Works)
AB	Engineer's Office
DA	Earthworks (Small Works)
GF	Precast Concrete

**C3.2.2 GENERAL****C3.2.2.1 Site Establishment**

The Contractor should take note of the following requirements with regard to site establishment:

- 1) Water Supply- Water is available from the existing water network and the contractor is to arrange with ORTDM for a connection point. The Contractor will be responsible for the costs of the connection as well as the use of water for construction purposes. The Contractor's attention is drawn to the fact that the potable water supply is erratic in this area. Under no circumstances may potable water be used for construction unless written permission is granted by the Client.
- 2) Power Supply - Electricity is available from the existing network in **Nyandeni LM** and the Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.
- 3) Camp Site - The Employer together with the community shall point out the position of the Contractor camp to the Contractor during the site handover meeting. The Contractor may assume that the site camp will be within Site, however, due to the extent of the Site, some work areas may be 2-5km away from the camp site. The contractor should make allowance in his/her pricing for extensive travelling as only one camp site will be allowed and paid for.
- 4) Sanitary Facilities - The Contractor is to provide the necessary sanitary facilities at the site camp, all of which will be governed by the Employer's OHS requirements. The Contractor shall pay all sanitary fees and charges due.
- 5) Temporary Office - The Contractor is not required to provide any specific office space for the Client, but the Contractor's offices shall have adequate space and facilities for the Engineer and for the holding of site meetings, and for the Client to perform administrative functions. Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

- 6) Name-board - One name board shall be provided in positions as ordered by the Client and/or the Engineer. The Client will provide the lettering required once the tender is awarded. The Name board shall be 3600mm in length and 3000 mm in Height, and made of Chipboard.
- 7) Housekeeping, Stacking, Storage and Demarcation –
  - a. Prior to receiving and storing the material, the Contractor should identify and notify all the areas he intends to stack and store materials to the *Employer's Agent Representative* and *Employer's Agent for health and safety* for acceptance about the suitability of the identified areas. Once the areas are accepted, the Contractor shall temporarily demarcate these areas appropriately, restricting unauthorised access. The temporary demarcation shall be in the form of fencing, access control and hazard tape (Red and White or Yellow and Black). The Contractor should then request approval by the *Employer's Agent Representative* and *Employer's Agent for health and safety*. Materials may only be stored in areas which have been approved/accepted by the *Employer's Agent Representative* and *Employer's Agent for health and safety*.

*Failure to comply with the above, shall be construed a substantial breach of the health and safety requirements and the Employer may terminate the Contract in terms of clause 9.2.1 of the conditions.*

**NOTE: Where hazards exist, and entry must be specifically excluded for safety or health reasons, a robust and substantial barrier of timber, rope or other material must be used in conjunction with barrier tape to prevent entry to unauthorised persons. Hazard tape in any form must not be used in isolation.**

- b. The Contractor shall identify specific locations for waste management (e.g. sorting area locations, bin locations, waste material stockpile locations) will be established on site. The Contractor shall remove and dispose of all waste materials from Site at regular intervals to ensure that these locations do not exceed the threshold set out by the Employer's Agent. Regular collection of waste will ensure air emissions are at a satisfactory level. Inappropriate waste and wastewater management systems will be regularly inspected and audited as part of the monthly independent OHS audit. The Contractor shall adhere to the following:
  - i. The site shall be cleaned of any litter
  - ii. Toilets shall be serviced weekly or at an appropriate frequency
  - iii. Incompatible wastes shall not be mixed.

#### C3.2.2.2 Plant and Materials

- 1) All materials shall comply with the requirements of the South African National Standards and shall bear the official standardization mark. Where SANS does not exist for a certain material, or a material does not bear the official standardization mark, the materials must be approved by the Engineers before utilised on site.

#### C3.2.2.3 Construction Equipment

- 1) All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards. Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

#### C3.2.2.4 Existing Services

- 1) The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.
- 2) The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.
- 3) All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so, ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.
- 4) Only approved methods of temporary backfilling shall be used on site.
- 5) No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the *Contractor* and confirmed it in writing. The same shall apply to all Telkom services in the area.

### C3.2.3 EARTHWORKS

#### C3.2.3.1 Excavations

All open excavations/pits on site shall be adequately demarcated and protected. These pits shall not be left open without supervision. The *Contractor* shall ensure that no open holes/pits should be open for longer than 48 hours, if necessary, the excavated hole/pit shall be backfilled temporarily with approved material until the pit lining and slab are installed. The *Contractor* shall submit a method statement for temporality backfilling open holes/pits to the *Employer's Agent* for approval prior to use. The *Contractor* will be responsible for the costs of temporarily backfilling and excavating the holes.

The *Contractor* shall not have more than **thirty (30)** open pits at a time.

*Failure to comply with the above, shall be construed a substantial breach of the health and safety requirements and the Employer may terminate the Contract in terms of clause 9.2.1 of the conditions.*

#### C3.2.3.2 Quality Control

This section covers the general responsibilities of the Contractor for ensuring that the quality of workmanship and materials provided under the Contract comply with the requirements of the Contract. It also describes the *Employer's Agent's* responsibilities and authority regarding acceptance control and lays down general principles in dealing with substandard work and remedial measures.

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**C3.2.4 EMPLOYER'S AGENT'S RESPONSIBILITIES**

In respect of quality control, the Employer's Agent's responsibilities are to observe and inspect the quality of work and workmanship produced under this Contract. This shall not be deemed to imply that the Employer's Agent will necessarily be able to inspect each and every aspect of each item of work produced or to observe every action or method of operation employed in constructing the Works.

Acceptance of any item of work will therefore not necessarily mean that the Employer's Agent has inspected and approved all aspects of work accepted, and any faults or defects discovered after acceptance shall be rectified by the Contractor if the Employer's Agent so requires and at the Contractor's own cost. Any reliance therefore placed by the Contractor on the acceptance given by the Employer's Agent shall be at his own risk.

**C3.2.5 CONTRACTOR'S RESPONSIBILITIES'**

The responsibility for producing work and workmanship and for supplying materials conforming in all respects to the specified requirements shall be that of the Contractor. For this purpose, the Contractor shall employ the necessary supervision, inspection, testing and other facilities as may be necessary to ensure compliance with the requirements of this specification. Where necessary, any process of the manufacture of precast materials used in the Works shall be controlled by a method of process control. Any work or materials not conforming to the specifications shall be removed and replaced with work or materials conforming to the specifications or, subject to the Engineer's approval, be improved by such remedial measures as the Engineer may approve so that they will conform to the Specifications.

The Contractor shall from time to time submit items of work which have been completed to the Employer's Agent for approval. Before submitting such work, he shall conduct such tests and inspections as may be necessary to establish conformance with the requirements specified and shall submit the results of such tests and inspections together with his application for approval. The Contractor shall be responsible for ensuring that all work is eventually submitted to and approved by the Employer's Agent. Materials used in the construction of the Works shall be systematically inspected and, where applicable, tested by the Contractor to ensure compliance with the specified requirements. Copies of the results of such tests or inspections shall be furnished to the Employer's Agent as soon as they become available.

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

**C3.2.6 PROCESS CONTROL**

The Contractor shall develop and implement processes and procedures which efficiently and effectively monitor, verify, and document the quality of Works deliverables.

The Employer reserves the right to appoint resident quality inspectors that can be based at the contractor's premises and on-site where the work is being performed. The Contractor is expected to provide workspace at no cost to the Employer, for the inspector as required.

**C3.2.7 RELOCATION OF CONTRACTORS**

Contractors may be relocated to other wards without any compensation or re-imbursments from the client to complete the remaining units / Structures.

**C3.2.8      COMPACTION OF BACKFILLING TO TRENCHES**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 200mm. Each layer shall be compacted using hand stampers to 90% Proctor density; and such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**C3.2.9      ACCESS TO INDIVIDUAL ERVEN**

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

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

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



## PART C3.3 EMPLOYER'S AND THE CONTRACTOR'S DESIGN

## C3.3.1 ENGINEERING

Description	Responsibility
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Client
Final Design of brick pit lining	Client
Final Design of precast pit lining	Contractor
Final Design of superstructure	Contractor
Preparation of tender documentation & adverts	Consultant
Appointment of sub-contractors	Contractor
Supervision	Consultant
Preparation of happy letters	Consultant, ISD & Contractor
Completion certificate	Contractor, ISD & Client

Within 07 days of signing the *Commencement Date*, the *Contractor* shall submit his design package for acceptance. Each Design Package shall be required to contain at least the documents and information specified below:

- 1) detailed drawings of the proposed VIP Toilet.
- 2) Professional Indemnity Insurance of Structural Engineer.
- 3) ECSA registration of Structural Engineer; and
- 4) ISO 9001 Certificate or similar for manufacture and supply of concrete toilets

The VIP toilet designs to be submitted by the *Contractor/s* shall be lightweight, easy to construct, made from lightweight glass fibre reinforced cement (GRC) panels or a similar precast concrete product that is impervious to corrosion and rot. Additionally, the designs shall comply with the minimum technical requirements for the precast toilet units as summarised below:

- 1) The pit may be square or round
- 2) The cover slab should be made of 50MPA precast concrete
- 3) Double pit precast concrete lining with a minimum effective storage volume of 4m<sup>3</sup>, prolongs the life span of the pit, by rotating the pedestal from one pit to the other
- 4) The pit design should allow for emptying and disposal either manually or by vacuum
- 5) The precast concrete cover slab shall be 100mm above NGL with a minimum load capacity of @ 5,0 kN/m<sup>2</sup>. (500 kg/m<sup>2</sup>).
- 6) The pedestal should be commercially fabricated with ceramic, polyethene, glass-reinforced plastic (GRP) or PVC
- 7) The vent pipe should be manufactured from a uPVC pipe and extend at least 500mm above the height of the structure.
- 8) The flyscreen should be resistant to damage from UV light, rainwater and the gases emanating from the pit.
- 9) The design of the superstructure should ensure privacy, comfort, and protection against the weather.

- 10) A toilet seat should be installed. The minimum internal dimensions of an oval seat are 310mm and 250mm, and for a round seat, the diameter is 250mm. The opening in the seat should be smaller than the opening in the pedestal with an overlap of at least 10 mm at the front-end side and at least 70 mm at the back.
- 11) The surfaces of the toilet seat and lid should be smooth and free of obstructions
- 12) The door shall be a galvanized door with two spring-loaded hinges and must come with a 5-year guarantee against wind damage
- 13) The 10-litre hand wash facility with a basin.
- 14) To minimise the risk of contaminating groundwater sources, the guidelines provided in the DWAF Ground Water Protocol must be followed.

The minimum recommended dimensions of the VIP toilet are listed in the table below:

Component	Recommended Minimum Dimensions	
Pit	Double Pit - minimum effective storage volume of freeboard is	4m <sup>3</sup> 0.5m
Collar	minimum depth is the projection above ground level slab support width	500mm 75mm 75mm
Slab	minimum thickness overlap on collar	75mm 75mm
Pedestal	height from floor	350-450mm
Superstructure	Internal height at the back: Internal height at the front: Internal width Internal length, door opening outwards: Distance between pedestal and door	1.8m 2.0m 1.1m 1.2m 0.6m
Door	Height Width	1.5m 0,7m
Vent Pipe	Diameter Extending above roof	110mm 500mm
Flyscreen	Openings	1mm

The *Employer*, shall evaluate each Design Package and, where necessary, give directions to the *Contractor* submitting the Design Package to adjust the contents thereof until the *Employer* approves such Design Package as being fully compliant with the design requirements

Once the *Employer* has approved a *Contractor's* Design Package, that *Contractor* shall, unless otherwise agreed by the *Employer*, be required to undertake the *Works* in compliance with their approved Design Package. For the avoidance of doubt, the *Employer's Agent* shall not issue an instruction to commence with the *Works* until such a time that the Design Package has been unconditionally approved by the *Employer*.

## PART C3.4

## EMPLOYER'S CPG COMMITMENTS

## C3.4.1 LABOUR

It is a specific goal of this project that the labour component where possible be maximised where it is economically feasible, and that the use of this labour goes hand in hand with training of the labour force. The project is thus process and product orientated, and it is expected that the contractor will pursue these goals in the execution of the project.

Items marked with LIC, are strictly to be done using Labour based Construction Methods. Should the Contractor not use Labour or use part a Machine, the Contractor will not be paid for that activity, and it will be deemed to done free of charge.

## C3.4.1.1 Targeted Labour

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

All labour (Unskilled) is to be sourced from the Nyandeni Local Municipality area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The Contractor can bring his own skilled employees, and can be sourced from the local community, if available within the local community.

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

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

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

- a) 40% women;
- b) 20% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

## C3.4.1.2 Pay Rate

The rate of pay set for the SPWP is **R 230.00 per task or per day (Minimum)**.

## C3.4.1.3 Tasks

The Contractor in consultation with the Community representatives must recommend task rates to be used on the Project for approval by the O. R. Tambo District Municipality.

Tasks established by the contractor must be such that:

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

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

C3.4.1.4 Specific provisions pertaining to SANS 1914-5

- 1) Definitions targeted labour - Unemployed persons who are employed as local labour on the project.
- 2) Contract participation goals - There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.  
The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid, and any training allowance paid in respect of agreed training programmes.
- 3) Terms and conditions for the engagement of targeted labour - Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 4) Variations to SANS 1914-5 - The definition for net amount shall be amended as follows:
  - Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- 5) Training of targeted labour - The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

The cost of the formal training of targeted labour, including that associated with the transporting and accommodation of such workers, will be funded by the local office of the Department of Labour. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.

## C5 SITE INFORMATION

In Contract Data, reference has been made to this section of the contract for the location of Site Information.

### PART C4.1 GENERAL DESCRIPTION

The *Site* is situated in rural areas of O. R. Tambo District Municipality, Specifically within the geographical boundaries **Nyandeni Ward 5 A**.

▪ <b><i>Mthombe Village</i></b>	▪ <b><i>Mancgwanguleni Village</i></b>	▪ <b><i>Sompa Village</i></b>
▪ <b><i>Nxukhwebe Village</i></b>	▪ <b><i>Gebane Village</i></b>	▪ <b><i>Bomvini Village</i></b>
▪ <b><i>Kwangolo Village</i></b>	▪ <b><i>Ndayini Village</i></b>	▪ <b><i>Lwandlana Village</i></b>
▪ <b><i>Thafeni Village</i></b>	▪ <b><i>Mpindwenii Village</i></b>	▪ <b><i>Sdwadweni Village</i></b>

### PART C4.2 EXISTING BUILDINGS, STRUCTURES, AND PLANT & MACHINERY ON THE SITE

There are existing buildings in the erven in which the Contractor is expected to install the toilets. Therefore, the Contractor shall exercise due skill and care to ensure that they have permission to access the erven and to protect the existing buildings and structures from any damage.

### PART C4.3 SUBSOIL INFORMATION

The *Contractor* may encounter all subsoil conditions from soft soil to hard rock at depths of less than 1m. The pricing is assumed to make allowance for all subsoil types and the *Employer's Agent* shall accept no additional compensation in this regard.

### PART C4.4 TOPOGRAPHY

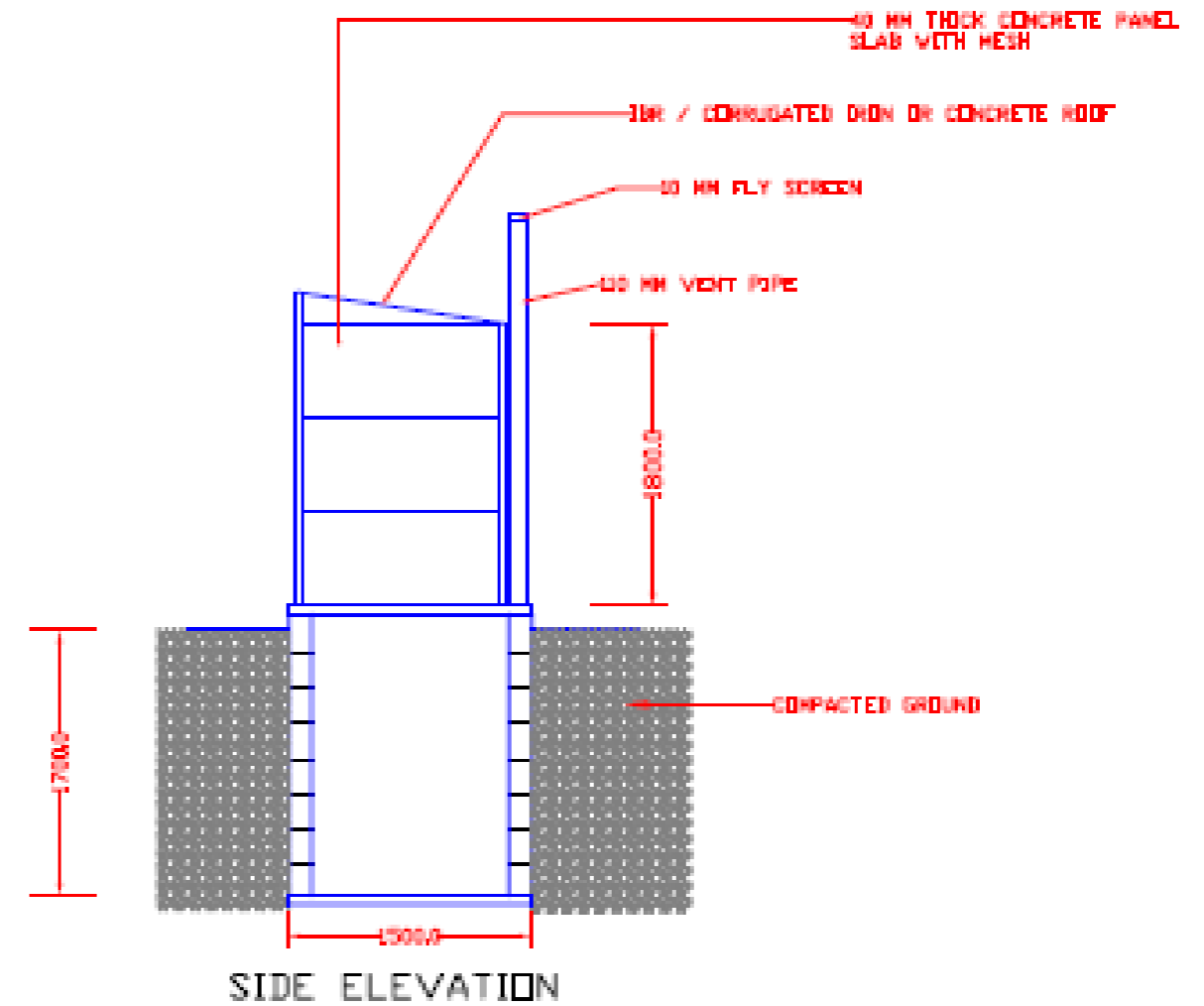
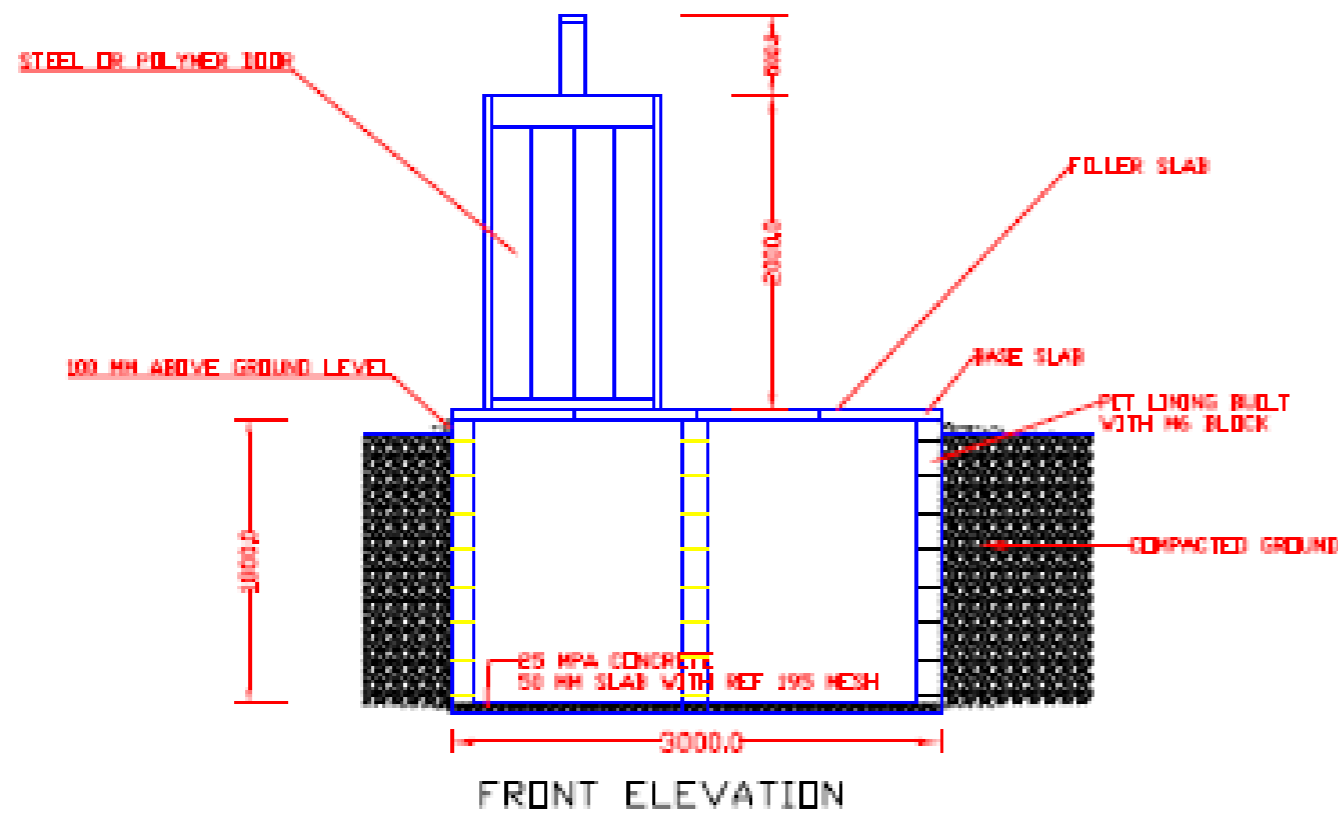
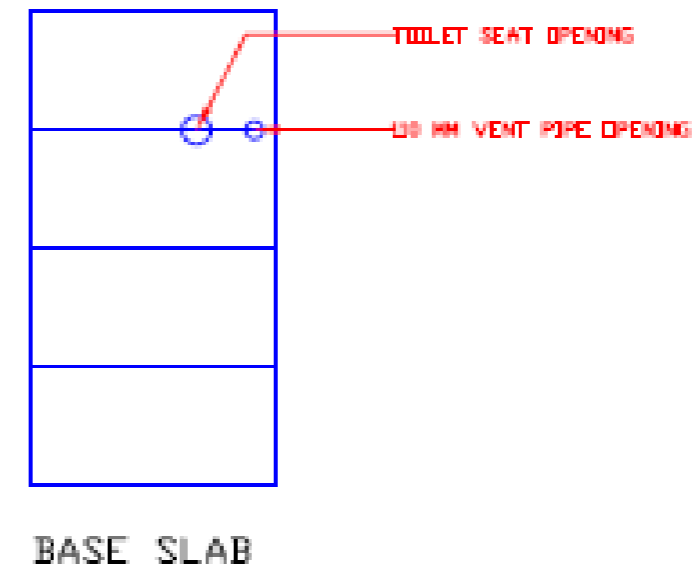
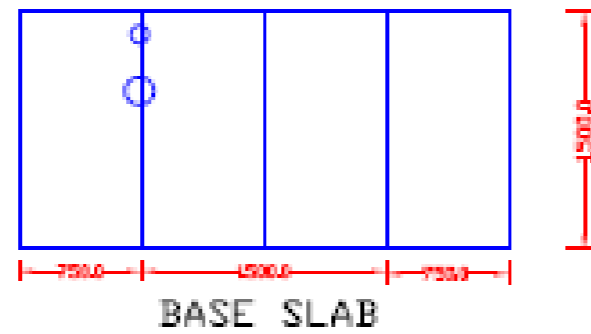
The topography of the Works Areas varies between flat and mountainous, wherein some instance the beneficiary households are not accessible by vehicle. The pricing is assumed to make allowance for all topographical types and the Project Manager shall accept no additional compensation in this regard.

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**C6 DRAWINGS**

**NOTE:**

1. Fits are for Double Pit Toilet
2. Fits are to be fully lined
3. Minimum Internal Diameter of the VIP are 200 x 100
4. Minimum Diameter of Side Panels are to be 400 x 400mm
5. Minimum Height of Lids at the Back and Side of the Front
6. The Toilet Door can be Steel or Polymer
7. Doors to open with Spring loading for Self-closing
8. Must have a 20 litre Sand Washing Facility with a Buck
9. Toilet seat to come with a child protector/Lockable seat



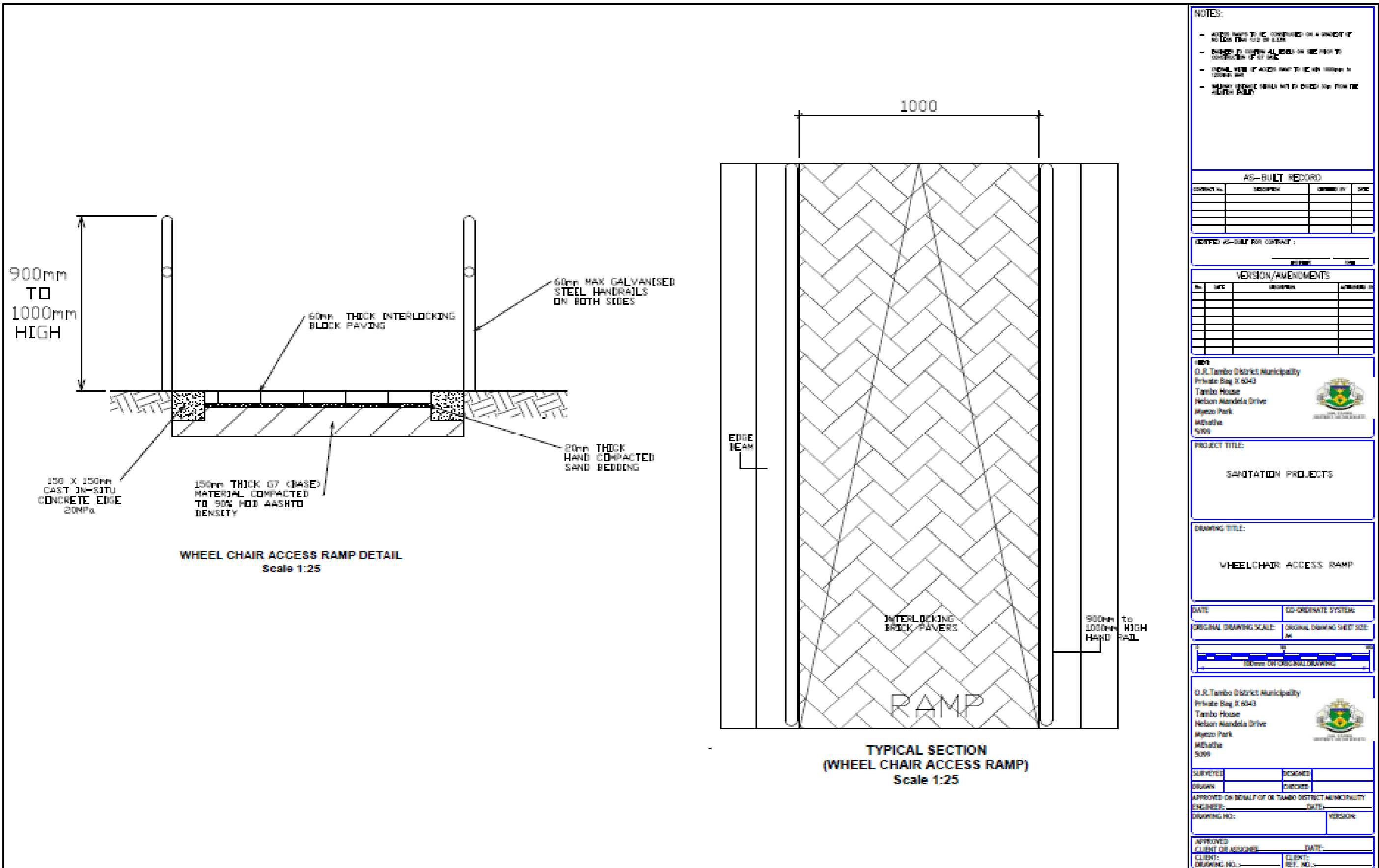
D. B. TSIANO DISTRICT MUNICIPALITY	
Author: <b>CLC, TSIANO D. M.</b>	12/12/2024
Checked: <b>CLC, TSIANO D. M.</b>	

REV	DESCRIPTION	DATE
01	ISSUED FOR TENDER	12/12/2024
02	REVISED	12/12/2024
03	REVISED	12/12/2024
04	REVISED	12/12/2024

TITLE: VIP STRUCTURE FOR DOUBLE PIT  
 PROJECT: SANITATION PROJECTS  
 PURPOSE: VIP DETAIL DRAWING

NO.	DATE	BY	FOR

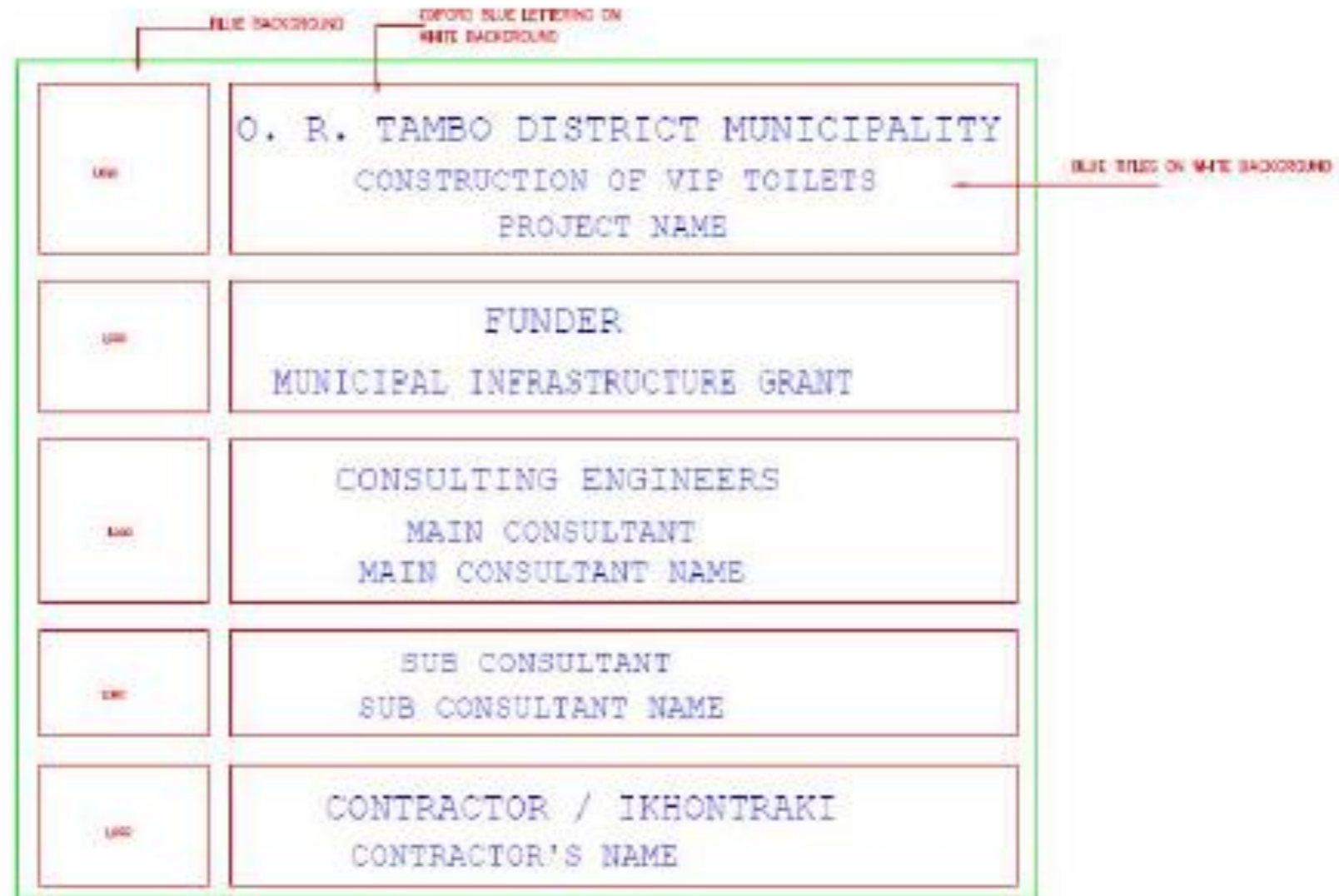
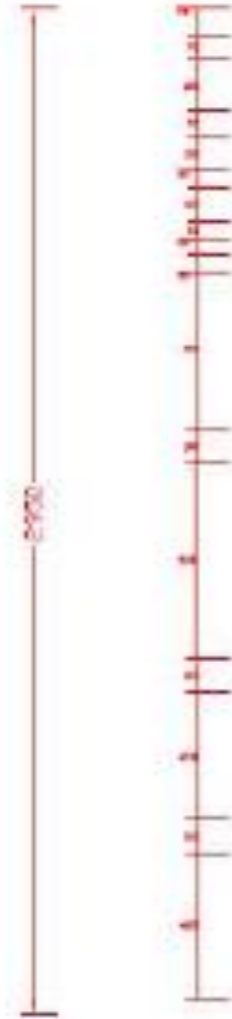
ALL DIMENSIONS UNLESS SPECIFIED ARE TO BE TAKEN AS SHOWN ON DRAWING AND CONTRACTOR MUST OBTAIN ANY VARIATIONS TO BE APPROVED BY THE ARCHITECT/ENGINEER BEFORE COMMENCING WORK.





**NOTE:**

- 1. THE COLOR OF THE NAMEBOARD MUST COMPLY WITH THE REQUIREMENTS OF THE CO-ORDINATING ORGANIZATION (C.O.) OF THE SANITATION PROJECT.
- 2. THE QUALITY OF THE PRINT MUST COMPLY WITH THE REQUIREMENTS OF THE CO-ORDINATING ORGANIZATION (C.O.) OF THE SANITATION PROJECT.
- 3. THE NAMEBOARD MUST BE MOUNTED ON A CORRECTLY DIMENSIONED WOODEN OR STEEL STRUCTURE AND MUST BE APPROVED BY THE ENGINEER.
- 4. DURING THE CONSTRUCTION PERIOD THE NAMEBOARD MUST BE PROTECTED BY A FENCE.



<b>O. R. TAMBO DISTRICT MUNICIPALITY</b>
<b>CONSTRUCTION OF VIP TOILETS PROJECT</b>
<b>D. R. TAMBO D. M.</b>

<b>DATE</b>	<b>DESIGNED BY</b>	<b>CHECKED BY</b>
2024/01/15	J. D. M.	M. S. M.
<b>SCALE</b>	<b>PROJECT NO.</b>	<b>PROJECT NAME</b>
1:1	MIS 409 944 A	CONSTRUCTION OF VIP TOILETS PROJECT
<b>PROJECT NO.</b>	<b>PROJECT NAME</b>	<b>PROJECT LOCATION</b>
MIS 409 944 A	CONSTRUCTION OF VIP TOILETS PROJECT	NYANDENI WARD 5 A

**TITLE:** NAMEBOARD DRAWING SANITATION PROJECTS  
**PROJECT:** SANITATION PROJECTS  
**PURPOSE:** NAMEBOARD DRAWING

<b>NO.</b>	<b>REVISIONS</b>	<b>DATE</b>

ALL DIMENSIONS AND LEVELS ARE GIVEN UNLESS OTHERWISE SPECIFIED.  
 TO BE USED IN THE PROJECT. (LAYOUT/ISSUE/NO. 1/2024/01/15/1000/4.1)

