

O. R. TAMBO DISTRICT MUNICIPALITY



O.R. TAMBO  
DISTRICT MUNICIPALITY

TENDER NO.:	ORTDM SCMU 44-25/26
DESCRIPTION:	<b>APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION AND RECONSTRUCTION OF MECHANICAL &amp; ELECTRICAL WORKS AT NGQELENI WATER TREATMENT WORKS</b>

APRIL 2026

**Issued by:**

The Municipal Manager  
O. R. Tambo District Municipality  
Private Bag x 6043  
MTHATHA  
5100  
Tel. No.: (047) 501 6400

**Prepared by:**

Infrastructure & Water Services  
O. R. Tambo District Municipality  
Private Bag x 6043  
MTHATHA  
5100  
Tel. No.: (047) 501 6400

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

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

SARS TAX COMPLIANCE STATUS PIN: \_\_\_\_\_

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

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

O.R. TAMBO DISTRICT MUNICIPALITY TENDER

NO. ORTDM SCMU 44-25/26

**APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION AND RECONSTRUCTION OF MECHANICAL & ELECTRICAL WORKS AT NGQELENI WATER TREATMENT WORKS.**

**PLEASE CHECK**

x / √

1. That you have read all the pages of the tender document. ....
2. That you have completed ALL the forms required to be completed in **NON-ERASEABLE INK**. ....
3. That your arithmetic calculation in the pricing schedule is correct. ....
4. That you have attached ALL necessary documentation relating to the composition of the tendering entity, i.e. ....
  - (a) Company registration documents naming the shareholders and directors / members of the company, close corporation etc
  - (b) Joint venture agreement, if tendering entity is a joint venture.
5. That the **COMPLETE** tender document is submitted. ....
6. That the **FORM OF OFFER** is completed in full and signed. ....
7. That ALL returnable documents are submitted. ....
8. That ALL returnable schedules are completed and signed. ....
9. Ensure that your tender is submitted by **12H00PM** on the closing date of the tender.

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# THE TENDER

**SECTION 1: TENDER NOTICE AND INVITATION TO TENDER**

O.R. Tambo District Municipality hereby invites bids for the project listed below:

TENDER NUMBER	NAME AND DESCRIPTION	CIDB GRADE	BRIEFING SESSION
ORTDM SCMU 44-25/26	<b>APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION AND RECONSTRUCTION OF MECHANICAL &amp; ELECTRICAL WORKS AT NGQELENI WATER TREATMENT WORKS.</b>	3ME or higher	<b>DATE: 10 APRIL 2026 TIME: 10:00AM VENUE: GROUND FLOOR OPEN FOYER, O.R TAMBO OFFICES, MYEZO PARK, MTHATHA THEN PROCEEDS TO SITE.</b>

A compulsory briefing/clarification meeting with representatives of the Municipality will take place on the aforementioned date(s), time(s) and venue(s).

**THE MUNICIPALITY WILL NOT REPEAT ANY MATTERS ALREADY COVERED IN THE COMPULSORY BRIEFING MEETING TO BIDDERS WHO ARRIVE MORE THAN 10 MINUTES LATE TO THE MEETING, NOR WILL IT ALLOW SUCH BIDDERS TO COMPLETE THE ATTENDANCE REGISTER.**

Bid documents should be downloaded on the e-Tender website ([www.etenders.gov.za](http://www.etenders.gov.za)) alternatively on the OR Tambo website ([www.ortambodm.gov.za](http://www.ortambodm.gov.za)).

Bids must be completed in black ink, enclosed in a sealed envelope clearly marked with the “**Tender number, tender name and description**”, and deposited in the Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than **12H00pm on 16 APRIL 2026**.

It must be expressly understood that the Municipality accepts 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).

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.

**In terms of the O.R. Tambo District Municipality SCM Policy Section 91, the Municipality will apply Fair Distribution of Municipal Resources on Capital Infrastructure Projects, Objective criteria on the evaluation and award of bids.**

**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.
- Fill and properly sign the form of offer.
- Attach proof of registration with CSD.
- Proof of Registration with CIDB
- Attach latest audited annual financial statements of the bidding entity (for projects in excess of R10 million).
- Attach latest unaudited annual financial statements for close corporations and companies if the public interest score is below 350 in line with the companies act of 2008.
- Proof of latest municipal rates and taxes statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal rates and taxes statement of 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 indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal water and sanitation charges statement of each company director indicating that rates and taxes are not in arrears for more than 3 months.
- Confirmation of address from a ward councilor where the bidder and company directors operate and reside in a peri-urban area where no rates and taxes and service charges are not billed.
- A copy of a valid lease agreement where the bidder does not own the property they are operating from.
- Attach joint Venture Agreement or Consortium Agreement signed and initialed on each page (if applicable).
- **NOTE:** Joint Ventures and Consortiums will only be considered provided they submit consolidated company registration documents and **on award** will be required to submit a joint venture or consortium bank account and a joint venture or consortium SARS Tax PIN.

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

Bids will be evaluated in three stages, namely:

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

Bidders who fail to comply with the requirements in Stage 1 will not be evaluated further in Stages 2. Only Bidders who score a minimum of 70 points in Stage 2 will not proceed to be evaluated further in Stage 3.

<b>Item</b>	<b>Weight</b>
<b>Stage 2- Minimum Conditions of Tender</b>	
• Company Experience with respect to similar projects	60
• Qualifications and Experience of key staff assigned to the contract	40
<b>Stage 3 of Evaluation- Price &amp; Specific Goals</b>	
• Specific Goal Points	20 OR 10
• Price	80 OR 90

Tenders may only be submitted on tender documentation issued. No alterations may be made to the tender documentation. No late, faxed, e-mailed, telephonic or other electronically transmitted submissions will be

accepted. Should a bidder commit any corrupt or fraudulent act during the bidding process, its tender shall be disqualified.

The Municipality reserves the right to extend the tender advert period at its own discretion, by notice published in the Daily Dispatch Newspaper; the e-Tender Publication Portal, and by notice sent to all parties who attend the non-compulsory briefing session, if any.

**ENQUIRIES:**

TECHNICAL : Mr. A. Velem Email: [andilev@ortambodm.gov.za](mailto:andilev@ortambodm.gov.za) : Tel : 047 501 6492  
 SUPPLY CHAIN MANAGEMENT : Mr. S. Hopa Email: [sakhiwoh@ortambodm.org.za](mailto:sakhiwoh@ortambodm.org.za), Tel: 047 501 6449

***Enquiries can be made from Monday to Friday between 08H00-13H00 and 13H30-16H30 and such enquiries will not be entertained five days before the tender closes.***

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. An 80/20-point system shall apply where 80 points is allocated for price and 20 points allocated for specific goals as follows

The specific goals allocated points in terms of this tender	Number of points Allocated on 80/20 system
51% Black-owned enterprises	05
100% Women-owned enterprises	05
100% Youth-owned enterprises	05
Where the enterprise head office or primary place of business is located within O. R. Tambo District.	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.**

**B. Mase  
Municipal Manager**

## SECTION 2: STANDARD CONDITIONS OF TENDER

### **BIDDERS ARE REQUIRED TO FAMILIARIZE THEMSELVES WITH THE TENDERING CONDITIONS AND PROCEDURES DETAILED IN THIS SECTION.**

1. No tender will be considered unless it is submitted on this O.R. Tambo bid document. Under no circumstances whatsoever may this bid document be retyped or redrafted.
2. The whole, original bid document as issued by O.R. Tambo District Municipality must be completed. A tender will be considered invalid and will not be accepted, if any part of this bid document is not submitted.
3. The bidder is advised to check the number of pages and to satisfy him/herself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted, unless stated otherwise in these tender conditions.
6. Bid submissions must be properly deposited, on or before the closing date and time of the tender, in the Tender **Box** located at the Ground Floor, O.R. Tambo House, Myezo, Mthatha.
7. **Each bid shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.**
8. O.R. Tambo Municipality accepts no responsibility for ensuring that tenders are placed in the correct tender box, and should a tender be placed in the incorrect tender box, it will be not be accepted.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. Bids received after the closing time and/or date shall not be considered.
11. Bidders will be responsible for all costs associated with the preparation and submissions of their bids.
12. The bid must be signed by a person duly authorized to do so.
13. Any alterations made to the bid document must be initialed by the person or persons authorized to sign the bid document. The use of correcting fluid is prohibited.

14. Bids will be opened in public, as soon as possible after the closing time of the bid. Where practical, bid prices will be read out at the time of opening bids.

**15. National Treasury Central Supplier Database**

15.1 Bidders must be registered on the National Treasury Central Supplier Database ('CSD'), and must provide their CSD supplier number in their bid submission.

15.2 The municipality will verify on the CSD, the following information relating to bidders –

15.2.1 business registration, including details of directorship and membership;

15.2.2 bank account information;

15.2.3 tax compliance status;

15.2.4 identity documents of directors, members or trustees, as the case may be;

15.2.5 tender defaulters and restrictions status;

15.2.6 whether the bidder has any directors, managers, principal shareholders or stakeholders in the service of the state.

15.3 Bidders must ensure that their information on the CSD is up to date and correct.

**16. Tax compliance status**

16.1 Bidders must ensure that their tax matters are in order. No award will be made to any bidder whose tax matters have been declared to be in order by the South African Revenue Services (SARS).

16.2 Each party to a joint venture, consortium or partnership must comply with the above requirement.

**17. Bid validity period**

17.1 The validity period for the bid is ninety (90) days from the close of the bid.

17.2 All bids submitted shall remain valid, irrevocable and open for acceptance by the Municipality within the validity period, or such extended period as may be applicable.

17.3 If the bid validity period expires on a Saturday, Sunday or public holiday, the bid offer shall remain valid and open for acceptance until the closure of business on the following working day.

17.4 The bid offer may not be amended during the aforesaid bid validity period.

17.5 Where required, the Municipality may request all bidders to agree to the extension of the validity period on the same terms and conditions as the original bid, or such amended terms and conditions as may be allowed by the Municipality.

17.6 A request for a bid validity extension request will be done in writing, before the expiry of the original validity period.

**18. Withdrawal or modification of a tender prior to closing time**

18.1 Tenderers may withdraw their tender before the tender closes.

18.2 Insofar as a modification will affect the information that will be made available at the public opening, the Municipality shall have the authority to make such information from the submissions available to the other tenderers.

**19. Withdrawal of a tender after the closing time**

Tenderers may withdraw their tender submission before the tender is awarded provided that they do so in writing, and ensure that such withdrawal reaches the Municipality and the Municipality confirms receipt in writing before the tender is awarded. The tender as modified will be considered as the tenderer's offer.

**20. Prequalification criteria**

20.1 Prequalification criteria may be applied to the tender to advance designated groups.

20.2 Should prequalification criteria be applicable to this tender, the basis of such criteria will be detailed in Section 4 of this document.

**21. Tender evaluation**

21.1 Tenders will be evaluated in accordance with the tender evaluation criteria stipulated in this document.

21.2 Tenders will be evaluated for price and preference using the 80/20 preference points system.

21.3 Unless otherwise stated in this document, a contract will be concluded with the bidder who complies with the tender evaluation criteria, and scores the highest total price and preferences.

**22. Test for tender responsiveness**

**22.1 Invalid tenders**

Tenders shall be invalid if –

- (a) The tender document is completed in non-erasable ink;
- (b) The form of offer is not completed and signed by the bidder;
- (c) In a two-envelope system, a bidder fails to submit both a technical proposal and a separate, sealed financial offer;
- (d) The bidder has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector;
- (e) The bidder is /has been restricted from doing business with the Municipality Clause 38A of the O.R. Tambo Municipality Supply Chain Management Policy.

## 22.2 Non-responsive tenders

Tenders will be held to be non-responsive and eliminated from further consideration in the following circumstances –

- (a) The tender does not comply with the tendering procedures, where such procedures have been indicated as mandatory.
- (b) The tender does not comply with the prequalification criteria for the tender, if any, or the tender evaluation criteria, including any minimum conditions of tender criteria.
- (c) Where there are material deviations from, or qualifications to the tender, which in the Municipality's opinion would –
  - (i) detrimentally affect the scope, quality or performance of the services or supply identified in the scope of services;
  - (ii) significantly change the Municipality's or the bidder's risks and responsibilities under the contract, or
  - (iii) affect the competitive position of the bidder, or other bidders presenting responsive tenders, if it were to be rectified.
- (d) The bid will be declared non-responsive in the event that the bidder's tax matters, as verified on the government Central Supplier Database, are shown not to be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as maybe required by O.R Tambo District Municipality in writing.

## 23. Clarification of the tender offer after submission

The bidder must provide clarification of its tender offer in response to a request to do so from the Municipality during the bid evaluation or adjudication stages. 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 bidders or substance of the tender offer may be sought, offered, or permitted.

## 24. Inspections, tests and analyses

The bidder shall, at the request of the Municipality, provide access during working hours to its business premises, or any other specified premises, for any inspections, tests and analyses as required in this document.

## 25. Samples

Where applicable, samples shall be provided strictly in accordance with the instructions stipulated in this bid document.

## 26. Pricing the tender offer

Bidders must –

- 26.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (including Value Added Tax (VAT), and other levies applicable.

26.2 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as specified in this tender document.

26.3 State the rates and prices in Rand unless instructed otherwise.

**27. Imbalance in tendered rates or prices**

If the Municipality declares any rate or price to be unacceptably high or low, the tenderer shall be requested to provide evidence to support the tendered rate or price. If the Municipality remains unsatisfied with the rate or price, it may propose to the tenderer an amended rate or price together with counterbalancing change(s) elsewhere in the Pricing Schedule such that the tender sum remains unchanged. Should the tenderer refuse to amend his / her tender as proposed by the Municipality, his / her tender may be regarded as non-responsive.

**28. Inducements, gifts, rewards and other abuses of the supply chain management system**

28.1 No bidder may directly or indirectly commit any fraudulent act during the tender process or abuse the supply chain management system of the Municipality.

28.2 Should a bidder be found to have committed fraud or abused the supply chain management system, its bid will be rejected, any existing contract between it and the Municipality will be cancelled, and any other remedies available to the Municipality as provided for in the Supply Chain Management Regulations or other relevant legislation shall be imposed, including blacklisting.

**29. Alternative offers**

Alternative offers may be considered, provided that a bid free of qualifications and strictly in accordance with the tender document is also submitted. The Municipality shall not be bound to consider alternative bid offers.

**30. Objections, complaints, queries and disputes / Appeals in terms of Section 62 of the Municipal Systems Act**

**30.1 Objections, complaints, queries and disputes**

Persons aggrieved by decisions or actions taken by the Municipality in the implementation of the supply chain management system, or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or complaint or query or dispute against the decision or action.

**30.2 Section 62 appeals**

(a) In terms of section 62 of the Systems Act, a person whose rights are affected by a decision taken by a political structure, political office bearer, councilor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority, may appeal against that decision by giving written notice of the appeal and reasons to the Accounting Officer within 21 days of the date of notification of the decision.

(b) An appeal shall contain the following:

(i) The reasons and/or grounds for the appeal;

- (ii) The manner in which the appellant's rights have been affected;
- (iii) The remedy sought by the appellant.

**30.3 Lodging of appeals, objections, complaints, queries and disputes relating to this tender**

Appeals, objections, complaints, requests for information, queries and disputes must be submitted in writing to the Office of the Municipal Manager, O.R. Tambo House, Myezo, Mthatha.

**SECTION 3: REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)**

1. In terms of National Treasury MFMA Circular No. 81, Accounting Officers of Municipalities are required to encourage their prospective suppliers to register on the Central Supplier Database ('CSD').
2. Bidders may apply for online registration, using the following website link: [www.csd.gov.za](http://www.csd.gov.za).
3. Bidders must register on CSD. **FAILURE TO REGISTER BEFORE THE CLOSE OF THIS TENDER WILL RESULT IN THE DISQUALIFICATION OF THE BIDDER'S TENDER.**

**SECTION 4: PREQUALIFICATION CRITERIA**

Only bidders that meet the requirements indicated as applicable below, may respond to this tender -

No.	Criteria	Applicable / Not applicable	Indicate compliance (Yes / No)
		<u>TO BE SPECIFIED BY THE MUNICIPALITY</u>	<u>TO BE COMPLETED BY THE BIDDER</u>
1.	Bidders must have a stipulated minimum BBBEE status level to prequalify for this bid	Not applicable	
1.1	The stipulated BBBEE level required to prequalify for this bid is .....	Not applicable	
2.	Bidders must be an Exempted Micro Enterprise (EME) or a Qualified Small Enterprise (QSE)	Not applicable	
3.	Bidders must subcontract a minimum of 30 percent of the value of the contract to:		
3.1	an EME or QSE	Not applicable	
3.2	an EME or QSE which is at least 51% owned by black people	Not applicable	
3.3	an EME or QSE which is at least 51% owned by black people who are youth	Not applicable	
3.4	an EME or QSE which is at least 51% owned by black people who are women	Not applicable	
3.5	an EME or QSE which is at least 51% owned by black people with disabilities	Not applicable	
3.6	an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships	Not applicable	
3.7	A cooperative which is at least 51% owned by black people	Not applicable	
3.8	an EME or QSE which is at least 51% owned by black people who are military veterans	Not applicable	

**A TENDER THAT FAILS TO MEET THE APPLICABLE PREQUALIFICATION CRITERIA INDICATED ABOVE WILL BE HELD TO BE NON-RESPONSIVE.**

**SECTION 5: SUBCONTRACTING AS COMPULSORY BIDDING CRITERIA**

This section applies only to tenders which exceed the value of R30 million.

No.	Criteria	Yes / No / Not applicable (Indicate)	Agree / Do Not Agree
		<u>TO BE SPECIFIED BY THE MUNICIPALITY</u>	<u>TO BE COMPLETED BY BIDDER</u>
1.	The estimated value of this contract exceeds R30 million	NO	
2.	If the estimated value of the contract exceeds R30 million, is it feasible for this contract to be sub-contracted?	Not applicable	
3.	If sub-contracting is feasible, bidders <u>MUST</u> agree to subcontract the contract to one, or more of the following designated groups -	Not applicable	
3.1	an EME or QSE	Not applicable	
3.2	an EME or QSE which is at least 51 percent owned by black people	Not applicable	
3.3	an EME or QSE which is at least 51 percent owned by black people who are youth	Not applicable	
3.4	an EME or QSE which is at least 51 percent owned by black people who are women	Not applicable	
3.5	an EME or QSE which is at least 51 percent owned by black people with disabilities	Not applicable	
3.6	an EME or QSE which is at least 51 percent owned by black people living in rural or underdeveloped areas or townships	Not applicable	
3.7	a cooperative which is at least 51 percent owned by black people	Not applicable	
3.8	an EME or QSE which is at least 51 percent owned by black people who are military veterans	Not applicable	

**FAILURE OF A BIDDER TO AGREE TO SUBCONTRACT AS SPECIFIED ABOVE WILL RESULT IN ITS BID BEING HELD TO BE NON-RESPONSIVE.**

**SECTION 6: TENDER EVALUATION CRITERIA**

**Bids will be evaluated in three stages, namely:**

- Stage 1- Mandatory requirements.
- Stage 2 – Minimum Conditions of Tender
- Stage 3 - Price and Specific Goals

**STAGE 1- MANDATORY REQUIREMENTS**

All mandatory requirements must be met.

**Only bidders who meet all the requirements of stage 1 will proceed to be evaluated further in stage 2**

**STAGE 2 – MINIMUM CONDITIONS OF TENDER**

Only bidders who score a minimum of 70 points on minimum conditions of tender will be evaluated further on Price and Specific Goals. The maximum score for minimum conditions of tender shall be 100, distributed as follows:

<b>Minimum Conditions of Tender</b>		
	Minimum Conditions of Tender	Weight
<b>B1.1</b>	<b>Experience on similar projects</b>	<b>60</b>
	<b>Experience on similar projects: Proven experience in the Construction, refurbishment or repairs of Mechanical and Electrical Infrastructure of Water and Sanitation schemes and pump stations and borehole equipping. 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>	
	The Contractor has successfully completed at least <b>Three (03)</b> projects that satisfies the sub-criteria and provided evidence whose Total Sum is <b>at least R3 Million.</b>	60
	The Contractor has successfully completed at least <b>Two (02)</b> projects that satisfies the sub-criteria and provided evidence whose Total Sum is <b>at least R2 Million.</b>	40
	The Contractor has successfully completed at least <b>One (01)</b> project that satisfies the sub-criteria and provided evidence whose Total Sum is <b>at least R1 Million.</b>	20
	Contractor failed to provide evidence of experience.	00
<b>B1.2</b>	Qualifications and 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) <b>Contracts Manager</b> = Minimum BSC or B-Tech in Mechanical or Electrical Engineering/ NQF level 7 Registered as a Professional in terms of Engineering Council of South Africa as <b>Pr Tech or Pr Eng</b> or SACPCMP as a <b>Pr CPM or Pr CM, Site Agent</b> = Minimum ND in Civil Engineering NQF Level 6, Registered as a Professional in terms of the Engineering Council of South Africa as a <b>Pr</b>	<b>40</b>

	<b>Techni</b> or Registered as Professional in terms of SACPCMP as a <b>Pr CPM and Pr CM</b> and Millwright = Minimum Grade 12/ N5 Electromechanician Engineering, Millwright Trade Test Certificate. Bidders must submit CV's and contactable references.	
	<b>Contracts Manager, Site Agent, Foreman</b>	
	Favourable previous experience in the Mechanical or Electrical Engineering field with a minimum of 5 years; <b>Contracts Manager</b> = 20 points, 3-4 years = 15 points & 1-2 years = 10 points.	20
	Favourable previous experience in the Mechanical or Electrical Engineering field 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 Mechanical or Electrical Engineering field with a minimum of 5 years; <b>Millwright</b> = 8 points, 3-4 years = 6 points & 1-2 years = 4 points.	08
	Contractor failed to provide evidence of qualification and experience.	00
	<b>TOTAL</b>	<b>100</b>

### STAGE 3– PRICE AND SPECIFIC GOALS

The procedure for Stage 3 of evaluation will be as follows:

- a) PRICE ..... 80
- b) SPECIFIC GOALS ..... 20

#### Points Awarded for Price (Ps)

A total of 80 points will be awarded to the Tenderer on the following basis:

$$Ps = 80 \left( 1 + \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

#### Points awarded for specific goals

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 the table below as may be supported by proof/ documentation stated in the conditions of this tender. Specific goals for the tender and points claimed are indicated per the table below:

The specific goals allocated points in terms of this tender	Number of points Allocated on 80/20 system
51% Black-owned enterprises	05
100% Women-owned enterprises	05
100% Youth-owned enterprises	05
Where the enterprise head office or primary place of business is located within O. R. Tambo District.	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.**

**Note that the objective Criteria as per the SCM Policy Paragraph 91 will be applied:**

**91. Objective criteria on the evaluation and award of bids**

- 91.1** As way of achieving fair distribution of municipal resources on capital infrastructure projects, a bidder will not be awarded the same commodity of work more than once within a period of six (6) months.
- 91.2** If the highest scoring bidder has been previously awarded for the same commodity tender within six (6) months, then the next highest scoring bidder will be considered for recommendation and award.
- 91.3** If the highest scoring bidder has been previously recommended for award in the same sitting for a tender of the same commodity, the next highest scoring bidder will be considered for recommendation and award.
- 91.4** Where the bid price offer is ten percent (10%) below the engineer's estimate, that bid will be rejected as it will pose a risk to the municipality of non-completion of the project to be implemented thus leading to underspending, severe impact on service delivery and delays in completion of projects within projected time period.
- 91.5** Further in line with CIDB practice note 5, paragraph 3.4 (3), the municipality will judge the reasonableness of financial offers and reject all tender offers with unrealistic financial offers.

**SECTION 7: RETURNABLE DOCUMENTS AND SCHEDULES**

**RETURNABLE DOCUMENTS**

Bidders must submit the following documentation with their tenders:

<b>No.</b>	<b>Returnable document</b>	<b>Compulsory (Yes / No)</b>	<b>Non-submission will render Tender non-responsive (Yes / No)</b>
1.	Business registration documents	<b>YES</b>	<b>YES</b> (if proof of its business status and registration cannot be verified on CSD), non-submission will forfeit specific goals points
2.	Municipal account statement not older than 90 days OR proof that bidder leases its business premises (Both business premises and individual directors)	<b>YES</b>	<b>YES</b>
3.	Certified copy of identity documents of directors / shareholders / partners / members, as the case may be	<b>YES</b>	<b>YES</b> (if cannot be verified on CSD),
4.	Signed joint venture or consortium agreement	<b>YES</b> (if applicable)	<b>YES</b> (if applicable)
5.	Company Profile	<b>Yes</b>	<b>NO</b> (However non-submission will affect minimum conditions of tender)

## RETURNABLE SCHEDULES

All returnable schedules below must be completed by the bidding entity, save for those schedules which are not applicable to it in which case the bidding entity must indicate which schedules are not applicable.

Bidders must complete the following returnable schedules:

No.	Returnable schedule	Compulsory (Yes / No)	Non-submission will render Tender non-responsive (Yes / No)
1.	Confirmation of registration on the National Treasury Central Supplier Database <b>(Schedule A)</b>	<b>YES</b>	<b>YES</b>
2.	Authority of bid signatory <b>(Schedule B)</b>	<b>YES</b>	<b>YES</b>
3.	Briefing session / site inspection certificate <b>(Schedule C)</b>	<b>YES</b> (if applicable)	<b>YES</b> (if applicable)
4.	Municipal Bidding Documents <b>(Schedule D)</b>		
4.1	MBD 1 – Invitation to bid	<b>YES</b>	<b>NO</b>
4.2	MBD 4 - Declaration form confirming the bidder is not in the service of the state	<b>YES</b>	<b>YES</b>
4.3	MBD 5 - Declaration for procurement above R10 million	<b>YES</b> (if applicable)	<b>YES</b> (if applicable)
4.4	MBD 6.1 - Preference points claim form	<b>YES</b>	<b>YES</b>
4.5	MBD 8 - Declaration of bidders' past supply chain management practices	<b>YES</b>	<b>YES</b>
4.6	MBD 9 - Declaration of independent bid determination	<b>YES</b>	<b>YES</b>
5.	Form of offer <b>(The Contract: Section 3)</b>	<b>YES</b>	<b>YES</b>

**SCHEDULE A – CONFIRMATION OF REGISTRATION OF BIDDER ON CENTRAL SUPPLIER DATABASE (CSD)**

<b>BIDDER NAME</b>	<b>REGISTERED ON CSD? (YES/NO)</b>	<b>CSD SUPPLIER NUMBER</b>

Bidders are required to register as suppliers on the National Treasury Central Supplier Database (CSD) prior to submission of this bid, and provide their CSD supplier number in the table above.

It is the responsibility of bidders to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

**BIDDER'S SIGNATURE:** .....

**SCHEDULE B: AUTHORITY OF BID SIGNATORY**

Indicate the status of the bidder by ticking the appropriate box hereunder with an x.

<b>COMPANY</b>	<b>CLOSE CORPORATION</b>	<b>PARTNERSHIP</b>	<b>SOLE PROPRIETORSHIP</b>

<b>JOINT VENTURE</b>	<b>CONSORTIUM</b>	<b>CO-OPERATIVE</b>

**NOTE:**

**BIDDERS MUST ATTACH A LETTER OF AUTHORITY TO THIS PAGE, AUTHORIZING THE SIGNATORY TO THIS BID TO SIGN ALL DOCUMENTS IN CONNECTION THEREWITH ON BEHALF OF THE BIDDING ENTITY, AS WELL AS SIGN ANY CONTRACT ARISING THEREFROM ON BEHALF OF THE BIDDING ENTITY.**

**ATTACH LETTER OF AUTHORITY HERE**

**SCHEDULE C: TENDER BRIEFING / SITE INSPECTION CERTIFICATE**

Note: This certificate is only to be completed if applicable to the tender.

**CERTIFICATE OF ATTENDANCE**

THIS IS TO CERTIFY THAT ..... (NAME) ON BEHALF OF .....  
..... (BIDDING ENTITY), ATTENDED THE OFFICIAL TENDER  
BRIEFING SESSION AND / OR SITE INSPECTION ON ..... (DATE) AT .....  
.....  
..... (VENUE).

I FURTHER CERTIFY THAT I AM SATISFIED WITH THE DESCRIPTION OF THE SERVICES TO BE PERFORMED AND THE EXPLANATIONS (IF ANY) GIVEN TO ME BY THE MUNICIPALITY'S REPRESENTATIVES. I AM ALSO FAMILIAR WITH THE MANNER IN WHICH THE SERVICES ARE TO BE PERFORMED UNDER THE INTENDED CONTRACT.

.....  
**BIDDER / AUTHORISED REPRESENTATIVE**  
**(PRINT NAME)**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**MUNICIPAL REPRESENTATIVE**  
**(PRINT NAME)**

.....  
**SIGNATURE**

.....  
**DATE**

**SCHEDULE D: MUNICIPAL BIDDING DOCUMENTS (MBDs)**

**MBD 1**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O.R. TAMBO DISTRICT MUNICIPALITY</b>					
<b>BID NUMBER:</b>	ORTDM SCMU 44-25/26	<b>CLOSING DATE:</b>	16 APRIL 2026	<b>CLOSING TIME:</b>	12.00PM
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION AND RECONSTRUCTION OF MECHANICAL &amp; ELECTRICAL WORKS AT NGQELENI WATER TREATMENT WORKS</b>				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:**

<b>TENDER BOX, GROUND FLOOR, O.R. TAMBO DISTRICT MUNICIPALITY BUILDING</b>
<b>NELSON MANDELA DRIVE</b>
<b>MYEZO PARK</b>
<b>MTHATHA</b>
<b>EASTERN CAPE</b>

**SUPPLIER INFORMATION**

<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>TAX COMPLIANCE STATUS</b>	<b>TCS PIN:</b>		<b>CSD No:</b>		
<b>BUSINESS REGISTRATION DOCUMENTS</b>	<input type="checkbox"/> Yes <input type="checkbox"/> s <input type="checkbox"/> No		<b>STATEMENT OF RATES AND TAXES</b>	<input type="checkbox"/> Yes <input type="checkbox"/> s <input type="checkbox"/> No	

**[BUSINESS REGISTRATION DOCUMENTS AND STATEMENT OF RATES AND TAXES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR PREFERENCES]**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>

<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
<b>DEPARTMENT</b>	<b>SCM DEPARTMENT</b>	<b>CONTACT PERSON</b>	<b>MR A VELLEEM</b>
<b>CONTACT PERSON</b>	<b>SAKHIWO HOPA</b>	<b>TELEPHONE NUMBER</b>	<b>079 872 8838</b>
<b>TELEPHONE NUMBER</b>	<b>047 501 6449</b>	<b>FACSIMILE NUMBER</b>	<b>N/A</b>
<b>FACSIMILE NUMBER</b>	<b>N/A</b>	<b>E-MAIL ADDRESS</b>	<a href="mailto:andilev@ortambodm.gov.za">andilev@ortambodm.gov.za</a>
<b>EMAIL ADDRESS</b>	<a href="mailto:sakhiwoh@ortambodm.org.za">sakhiwoh@ortambodm.org.za</a>		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED).</b>
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
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> .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
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>
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>
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>
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.	

**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 particulars.....  
.....

<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 particulars .....  
.....

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

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

3.14 Do you or any of the directors, trustees, managers, 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.

<b>Full name</b>	<b>Identity number</b>	<b>State employee number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**MBD 5**

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

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

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: ..... ..... .....		

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) .....**

**CERIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS THIS DECLARATION PROVE TOBE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**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 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_{max}$  = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated on 80/20 system
51% Black-owned enterprises	05
100% Women-owned enterprises	05
100% Youth-owned enterprises	05
Where the enterprise head office or primary place of business is located within O. R. Tambo District.	05

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable 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>	.....
	.....
	.....
	.....

**MBD 8**

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

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

Item	Question	Yes	No
4.1	<p>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?</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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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><b>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.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
		<input type="checkbox"/>	<input type="checkbox"/>
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	No
4.3.1	If so, furnish particulars:		
		<input type="checkbox"/>	<input type="checkbox"/>
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
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 IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

### 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.**

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**ORTDM SCMU 44-24/25: APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION AND RECONSTRUCTION OF MECHANICAL & ELECTRICAL WORKS AT NGQELENI WATER TREATMENT WORKS.**

**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 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

**MBD 9**

6. The bidder has arrived at the accompanying quotation 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 this invitation; or
  - (f) submitting a bid 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 bid.

**<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.**

**MBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**This form must be completed by the authorized persons of the bidder's current or previous clients. The form must be fully completed, signed and stamped. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation.**

**1. REFERENCE FOR THE BIDDER**

<b>Name of Institution (Client)</b>	
<b>Contract/ Tender Number</b>	
<b>Contract Description</b>	
<b>Name of Service Provider (Bidder)</b>	
<b>Value of Project</b>	
<b>Commencement Date</b>	
<b>Contractual Completion Date</b>	
<b>Bidder's Completion Date</b>	

**1.1 Please score the performance of the above-mentioned company by marking the relevant box**

Performance Rating			Comments
Work performed in compliance with contract term	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
Timelines of work are met	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
Quality of service	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
Communication and accessibility	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
Would you recommend using this service provider in future	Yes	No	If no, please provide reasons:

**OVERALL PERFORMANCE**

Excellent		Good		Fair		Poor	
-----------	--	------	--	------	--	------	--

Name of the Authorized Person \_\_\_\_\_ Designation \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Official Stamp





# THE CONTRACT

## **C1      AGREEMENTS AND CONTRACT DATA**

- C1.1    Form of Offer and Acceptance
- C1.2    Contract Data
- C1.3    Special Conditions
- C1.4    Occupational Health and Safety Agreement
- C1.5    Supply Chain Management Policy

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

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PROJECT NO.: ORTDM SCMU 44-25/26: APPOINTMENT OF A SERVICE PROVIDER FOR REHABILITATION AND RECONSTRUCTION OF MECHANICAL & ELECTRICAL WORKS AT NGQELENI WATER TREATMENT WORKS.**

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

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

.....  
.....

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

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

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

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

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_  
(Name 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 the 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 \_\_\_\_\_



## FORM C1.2 CONTRACT DATA

### PART C1.2 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:

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>
1.1.1.13	<i>Defects Liability Period</i> is	<b>Not applicable</b>
1.1.1.14	<i>Due Completion Date</i> is	<b>8 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	<i>A re-measurement contract</i>
1.1.1.29	The <i>Site</i> is	All Areas within the boundaries of <b>O.R. Tambo District Municipality</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>	O. R. Tambo District Municipality
	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.
1.3.2	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, As and when there is Employers Agent included in Specific Works Allocated	from the <i>delegated</i> Employer's Agent: prior to executing any of its functions or duties, with respect to following clauses:  <ol style="list-style-type: none"> <li>1. All the <i>Employer Agent's</i> actions as contemplated in Clause 3.3.1</li> <li>2. All the <i>Employer Agent's</i> actions as contemplated in Clause 3.3.4</li> <li>3. All the <i>Employer Agent's</i> actions as contemplated in Clause 5.11.1</li> <li>4. All the <i>Employer Agent's</i> actions as contemplated in Clause 5.12.4</li> <li>5. All the <i>Employer Agent's</i> actions as contemplated in Clause 6.4.1</li> <li>6. All the <i>Employer Agent's</i> actions as contemplated in Clause 10.1.5</li> <li>7. All the <i>Employer Agent's</i> actions as contemplated in Clause 10.2.3</li> </ol>
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 15 December and ends in the second week of January.
5.3.1	The <i>Engineer's Agent</i> shall issue an <i>instruction</i> to the Contractor to commence with the Work	On approval of the following documentation: 1. Health and Safety Plan 2. OHS Agreement 3. Department of Labour (DoL) notification of construction work 4. Initial Programme 5. Letter of Good Standing 6. Performance Guarantee 7. Insurance for the Works 8. Contractor's Key Personnel  Which will be within 07 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 07 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 (07) days after Employer's Agent's instruction to commence carrying out the Works referred to in Clause 5.3.1.
5.8.1	The non-working days set out in the <i>Contract</i> are  The special non-working days set out in the <i>Contract</i> are	weekends  the following: 1. all South African gazetted public holidays, and 2. Annual builders' holiday traditionally starts on / or around 15 December and ends in the second week of January. The year-end builders' holiday does not exceed 15 Working days in duration
5.12.1	Extension of time for practical completion due to abnormal climatic conditions shall be calculated according to the requirements of the following equation.	$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p><b>V</b> = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p><b>Nw</b> = Actual number of days during the calendar month on which rainfall of 10mm or more has been recorded.</p> <p><b>Nn</b> = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated below, on which rainfall of 10 mm or more has been recorded for the calendar month;</p> <p><b>Rw</b> = Actual rainfall in mm recorded for the calendar month under consideration; and</p> <p><b>Rn</b> = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p>

		<p><b>X</b> = The number of days per month on which work is expected not to be possible as a result of abnormal rainfall are as per the table below.</p> <table border="1"> <thead> <tr> <th>MONTH</th> <th>EXPECTED NUMBER OF WORKING DAYS LOST AS A RESULT OF ABNORMAL RAINFALL</th> </tr> </thead> <tbody> <tr> <td>January</td> <td>7</td> </tr> <tr> <td>February</td> <td>5</td> </tr> <tr> <td>March</td> <td>4</td> </tr> <tr> <td>April</td> <td>3</td> </tr> <tr> <td>May</td> <td>2</td> </tr> <tr> <td>June</td> <td>2</td> </tr> <tr> <td>July</td> <td>2</td> </tr> <tr> <td>August</td> <td>2</td> </tr> <tr> <td>September</td> <td>4</td> </tr> <tr> <td>October</td> <td>5</td> </tr> <tr> <td>November</td> <td>5</td> </tr> <tr> <td>December</td> <td>6</td> </tr> </tbody> </table>	MONTH	EXPECTED NUMBER OF WORKING DAYS LOST AS A RESULT OF ABNORMAL RAINFALL	January	7	February	5	March	4	April	3	May	2	June	2	July	2	August	2	September	4	October	5	November	5	December	6
MONTH	EXPECTED NUMBER OF WORKING DAYS LOST AS A RESULT OF ABNORMAL RAINFALL																											
January	7																											
February	5																											
March	4																											
April	3																											
May	2																											
June	2																											
July	2																											
August	2																											
September	4																											
October	5																											
November	5																											
December	6																											
5.13.1	The penalty for delay or late completion is	N/A																										
6		<b>Payment and related matters</b>																										
6.2.1	<b>The performance guarantee</b> for liability of the <i>Contractor</i> for claims made against the <i>Contractor</i> arising out of the <i>Contractor's</i> 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	N/A																										
6.2.2	The security of ten percent retention of the value of the <i>Works</i>	N/A																										

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 Site but not yet built into the <i>Permanent Works</i> is	<b>80% of the value of the materials.</b>
6.10.1.5	The advance payment percentage limit for plant and materials not yet supplied to Site	is not applicable for this contract
6.10.3	The percentage retention is	<b>N/A</b>
6.10.3	The limit of retention money is	<b>N/A</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
8.6.1.3	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:	N/A
8.6.1.5	a) The minimum limit of indemnity for insurance in respect of loss or damage to the Works, Plant and Materials	N/A
	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	N/A
<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.

<b>PART C1.2.3 DATA PROVIDED BY THE CONTRACTOR</b>		
<b>Notes to Tenderer:</b>		
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 is</i>	_____
1.2.1	The Contractor's delivery address is	
	Physical Address	_____
	Postal Address	_____ _____
	Email Address	_____
4.4.2	The <i>Contractor</i> must Sub-Contract any parts of the Contract.	N/A
<b>4</b>		<b>Contractor's General Obligations</b>
4.10.2	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	<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><u>Security</u></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 10% of the value of Works	
	2. Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of Works	
	<b>Note A</b>	
	The <b>Performance Guarantee</b> shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such a company, a Registered South African Bank or a recognised government sponsored, provincial or national development agency	

**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>
	<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>
	<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>
	<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 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</p>

	<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 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</p>
	<p>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.</p>
<p><i>Access to and possession of Site</i></p>	
<p>Insertion of additional wording:</p>	<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>
<p><i>Some reasons for extension of time</i></p>	
<p>Insertion of additional wording:</p>	<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>

MONTH	EXPECTED NUMBER OF WORKING DAYS LOST AS A RESULT OF ABNORMAL RAINFALL
JANUARY	7
FEBRUARY	5
MARCH	4
APRIL	3
MAY	2
JUNE	2
JULY	2
AUGUST	2
SEPTEMBER	4
OCTOBER	5
NOVEMBER	5
DECEMBER	6
<b>TOTAL</b>	<b>47</b>

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.

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

*Termination by the Employer*

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 *Works* are no longer required
- 9.2.1.5 Where the funding for the *Works* 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.

**Right of Retention**

The *Contractor* hereby waives and abandons any and all lien and/or any other right of retention that the *Contractor* 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 *Employer* and shall under no circumstances be entitled to withhold delivery of the same to the *Employer*. The Contractor 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 *Employer*.

<b>Joint Ventures</b>	
Suppose the <i>Contractor</i> constitutes a joint venture, consortium, or other unincorporated groupings of two or more persons or organizations. In that case, these persons or organizations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this <i>Contract</i> .	
Unless already notified to the <i>Employer</i> , the persons or organizations notify the <i>Employer's</i> Agent within two weeks of the date of acceptance of the <i>Contract</i> of the key person who has the Authority to bind the <i>Contractor</i> on their behalf.	
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.	
Nothing in this <i>Contract</i> 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 <i>Contract</i>	
The dissolution of the <i>Joint Venture</i> shall be deemed as a separation and that constitutes the <i>Contract</i> to be Terminated	
<b>Illegal or Corrupt Practices</b>	
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).	
The Employer 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 Employer 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.
<b>Confidentiality</b>	
	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.
	Any information communicated by the <i>Employer</i> to the <i>Contractor</i> in connection with the <i>Contract</i> 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.
	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> .
	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.

	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> .
	The Contractor ensures that all his subcontractors abide by the undertakings in this clause.
	<b>Existing Services and Housekeeping</b>
	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 Contractor 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.
	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.
	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.
	The Contractor 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.
	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> .
	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> .
	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.
	The Contractor 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>Indemnity against Contractor's Design</b>
	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> .
	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 Contractor 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.

<p>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.</p>
<p>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.</p>
<p>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.</p>
<p><b>Time</b></p>
<p>The <i>Contractor</i> acknowledges that time is of the essence to the performance of its obligations in terms of this Contract.</p>
<p><b>Discovery/Reproduction of Documentation</b></p>
<p>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 Contract. 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 Contract. 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.</p>
<p><b>Damages</b></p>
<p>The <i>Employer</i> shall be entitled, in its sole discretion, to claim and recover from the <i>Contractor</i> damages <i>in lieu of</i> any penalty agreed upon in terms of this Contract.</p>
<p><b>Accrual</b></p>
<p>Unless otherwise provided <i>herein</i>, rights which accrue to a Party in terms of this Contract shall survive its termination.</p>
<p><b>Commitments and Undertakings</b></p>
<p>Neither Party shall be bound by any express, tacit or implied term, representation, warranty, promise nor the like not recorded <i>herein</i>. This Contract supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.</p>
<p><b>Validity and Enforceability of Contract</b></p>
<p>If any provision of this Contract is found to be invalid, unlawful or unenforceable, that provision shall be severable from the remaining provisions of this Contract, which shall continue to be valid and enforceable.</p>
<p><b>Strategic Socio-Economic Objectives</b></p>
<p>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 –</p>
<p>the Specific Goal Points information disclosed to the <i>Employer</i> in the bid response to the Tender Invitation</p>

	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 Goal Points for the duration of the contract;
	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
	it shall ensure that the execution of the Works and the expenditure of the project costs results in the achievement of the general socio-economic and empowerment objectives
	<p>it shall keep detailed records of –</p> <p>its equity ownership and control and, where applicable, that of its duly appointed Subcontractors and/or suppliers.</p> <p>a) its total spends on targeted enterprises used to fulfil its obligations in terms of the <i>contract</i>.</p> <p>b) any transformation programmes and/or initiatives relating to skills development and transfer, employment equity and enterprise development of the Subcontractors and Target Individuals; and 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>;</p>
	<b>Contractor Obligations</b>
	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, -
	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> ;
	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 Contract; and
	Undertake the Works 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.

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**FORM OF 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:.....

“Employer’s Agent” 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:.....

Type of Performance Guarantee .....(Insert Variable or Fixed)

“Expiry Date” means..... (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**CONTRACT DETAILS**

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate, and the Certificate Completion of the Works as defined in the Contract.

## 1. VARIABLE PERFORMANCE GUARANTEE

- 1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:
- 1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:  
R.....  
(Amount in words .....)
- 1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:  
R.....  
(Amount in words .....)
- 1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

## 2. FIXED PERFORMANCE GUARANTEE

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent 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. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1 The Guarantor hereby acknowledges that:
- 3.1.1 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.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent 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 3.2.2;
- 3.2.2 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 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 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.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.

- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' 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) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

## Payment for the labor-intensive component of the Works

Payment for works identified in the Scope of Work as being labor-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**" = *As per Government Gazette*

### 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–
- 3.2
  - (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.
- 3.3 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.

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- 3.4 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

#### **4 Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

#### **5 Special Conditions for Security Guards**

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

#### **6 Daily Rest Period**

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

#### **7 Weekly Rest Period**

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

#### **8 Work on Sundays and Public Holidays**

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

#### **9 Sick Leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

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- 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.

## 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 still birth.
- 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.

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## 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.
- 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

**FORM C1.4 HEALTH AND SAFETY AGREEMENT**

**HEALTH AND SAFETY SPECIFICATION**  
**THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993**  
**CONSTRUCTION REGULATIONS 2003**

**SECTION 1**

**INTRODUCTION**

This document was construed in order to comply with the provisions of the **OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993, CONSTRUCTION REGULATIONS 2014 and COVID-19 Occupational Health and Safety Measures in Workplace 2020.**

Definitions of words are those described in the Act and the Construction Regulations of 2003.

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.

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.

**SCHEDULE**

**1.1 Definitions**

1. In these 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—

**“Agent”** means any person who acts as a representative for a client in the managing the overall construction work.

**“angle of repose”** means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

**“Batch plant”** means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

**“Client”** means O. R. Tambo District Municipality;

**“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;

**“Construction work”** means any work in connection with—

- (a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) 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
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**“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 for the purposes of performing construction work;

**“Contractor”** mean an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

**“Design”** in relation to any structure includes drawings, calculations, design details and specifications;

**“Designer”** means any person who—

- (a) prepares a design;
- (b) checks and approves a design;
- (c) 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;
- (d) Architects and engineers contributing to, or having overall responsibility for the design;
- (e) Build services engineers designing details for fixed plant;
- (f) Surveyors specifying articles or drawing up specifications;
- (g) Contractors carrying out design work as part of a design and build project;
- (h) Temporary works engineer designing formwork and false work; and
- (i) Interior designers, shop-fitters and landscape architects.

**“ergonomics”** means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

**“Excavation work”** means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

**“explosive powered tool”** means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

**“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;

**“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;

**“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 in order to eliminate the risk;

**“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;

**“Health and safety file”** means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

**“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;

**“Health and safety specification”** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**“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;

**“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;

**“Method statement”** means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.

**“Mobile plant”** means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site.

**“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 No. R.1081 of 10 June 1988, as amended;

**“Person day”** means one individual carrying out construction work on a construction site for one normal working shift;

**“principal contractor”** means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“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).

**“Professional technologist”** means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

**“Provincial director”** means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

**“risk assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

**“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;

**“SABS 085”** means the South African Bureau of Standards’ Code of Practice entitled “The Design, Erection, Use and Inspection of Access Scaffolding”.

**“SABS 0400”** means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

**“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”;

**“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”;

**“Scaffold”** means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

**“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;

**“Structure”** means—

- (a) 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;
- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) 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;

**“Suspended platform”** means a working platform suspended from supports by means of one or more separate ropes from each support;

**“The Act”** means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

**“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

**O. R. TAMBO DISTRICT MUNICIPALITY**  
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**CONSTRUCTION REGULATIONS 2003**

**SECTION 2: DESIGNERS**

1. All wording shall have the meaning as defined by the H&S Regulations 2003.
2. This specification is in terms of the H&S act 1993 and the regulations of 2003.
3. All work performed and procedures followed by designers shall be done according to the H&S regulations of 2003.
4. The client is aware of the fact that the appointment of a designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client 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.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover to indemnify the client for their acts and omissions in terms of professional conduct the H&S act in particular to indemnify the client against penalties imposed for acts or omissions. The client 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 client against penalties imposed in terms of the regulations.
8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.
9. 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.
10. Ergonomic parameters shall have high priority in all designs.

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**SECTION 3: PRINCIPAL CONTRACTORS (P C)**

All work by the P C shall be done in compliance with the provisions of the H&S regulations.

1. 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 safely and healthy to his home and family after each day's work.

Work shall not be done at the expense of human safety or health.

2. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
3. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
4. 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.
5. Foremen and gang leaders shall, under the supervision of the H&S manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
6. New personnel (temporary or full time employees) shall attend safety induction courses under the supervision of the H&S manager.
7. The P C 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.
8. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
9. The P C shall see that work is only executed by people trained for the particular task.
10. 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.
11. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H&S file.
12. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
13. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
14. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
15. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.

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16. 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.
  17. Workers shall not be allowed to wear loose clothes and footwear.
  18. Workers shall have the opportunity and right to prescribed rest, eating and toilet breaks.
  19. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
  20. In cases where work is executed in remote or in security restricted areas, the P C will make provision for food to be supplied to his employees.
  21. Potable water shall be made available free of charge to all workers on site.
  22. Adequate toilet and washing facilities shall be made available to workers.
  23. In the event of chemicals being present or used on site, the P C will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
  24. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designer of client immediately.
  25. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
  26. The P C shall stop his contractors if they work unsafely.
  27. All specialist work shall be executed by registered artisans only.
  28. 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.
  29. 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 P C decide that the work is urgent, workers will be issued with proper protective clothing.
  30. All workers shall have access to a shaded eating and resting place on site.
  31. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard off flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
  32. 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.
  33. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
  34. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
  35. All ladders shall be fixed against scaffolding or other permanent structures.
  36. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
  37. Personnel operating grinders, saws or any other hand tools of similar description shall be equipped with the necessary eyewear and ear protection.

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38. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
  39. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
  40. All scaffolding will comply with the H&S regulations.
  41. Blasting will be done by specialists under the regulations of the Explosives Act.
  42. 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 permission is granted by the H&S manager.
  43. Workers will 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.
  44. Fuel storage will only be allowed on certified areas on site.
  45. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
  46. Assembly areas for emergency evacuations will be indicated by adequate signage.
  47. The P C will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
  48. All transport supplied by the P C shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
  49. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the P C.
  50. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
  51. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such procedure shall be entered into the H&S file.
  52. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in safe working condition.
  53. All vehicles operating on site shall have audible warning signals if driven backwards.
  54. No vehicle shall be kept on site if it is leaking oil or other substances.
  55. No vehicle or equipment shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
  56. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H&S manager with the necessary protection to workers.
  57. All excavations on site shall be adequately protected and not only indicated.
  58. Exploratory excavation to reveal services shall be done in a specific way.  
  
All areas to be explored shall first be inspected by the landowner or local authority. Position of services identified shall then be verified by opening by hand, not by machine. Particular care shall be taken not to damage these services.  
Electrical services are inherently dangerous and shall be opened by skilled people only.  
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.
  59. Access to excavations shall only be by means of ladders or stairs with handrails.

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60. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
61. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in these refuse areas.
62. 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.
63. Adequate signage shall be used on site to indicate
- Nonsmoking areas on site
  - Safety exits / Emergency exits from buildings under construction
  - Stairs (temporary and permanent works)
  - Toilets
  - Firefighting equipment
  - Workmen busy with equipment overhead
  - Fire assembly points
  - Fire escapes
  - Areas where members of the public are not allowed.
  - First aid room
64. 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 clearly by means of adequate signs.
65. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
66. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
67. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes, and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.
70. A principal contractor who intends to carry out any construction work shall—
- (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
- (i) The demolition of a structure exceeding a height of 3 metres; or
  - (ii) The use of explosives to perform construction work; or
  - (iii) The dismantling of fixed plant at a height greater than 3m.
- (b) before carrying out that work, notify the provincial director in writing when the construction work—
- (i) Exceeds 30 days or will involve more than 300 person days of construction work; and
  - (ii) Includes excavation work deeper than 1m; or
  - (iii) Includes working at a height greater than 3 metres above ground or a landing.
- (2) The notification to the provincial director must be done on the form similar to Annexure A to this Policy.
- (3) A principal contractor shall ensure that a copy of the completed form is kept on site for inspection by an inspector, client, client's agent or employee.

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**O. R. TAMBO DISTRICT MUNICIPALITY**

**HEALTH AND SAFETY SPECIFICATION  
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993  
CONSTRUCTION REGULATIONS 2003**

**SECTION 4: CLIENT**

- (1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act:
  - (a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
  - (b) To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
  - (c) To appoint each principal contractor in writing for the project or part thereof on a construction site;
  - (d) To take reasonable steps to ensure that each principal 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 client and principal contractor, but at least once every month;
  - (e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons;
    - (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
  - (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
  - (h) To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.
- (2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.
- (3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
- (4) (4) O. R. Tambo District Municipality shall not appoint a principal contractor to perform construction work, unless O. R. Tambo District Municipality is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
- (5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.
- (6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

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**ANNEXURE A**

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

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- 1.(a) Name and postal address of principal contractor:  
\_\_\_\_\_
- (b) Name and tel. no of principal contractor's contact person:  
\_\_\_\_\_
2. Principal contractor's compensation registration number: \_\_\_\_\_
- 3.(a) Name and postal address of client:  
\_\_\_\_\_
- (b) Name and tel. no. of client's contact person or agent:  
\_\_\_\_\_
- 4.(a) Name and postal address of designer(s) for the project:  
\_\_\_\_\_
- (b) Name and tel. no. of designer(s) contact person:  
\_\_\_\_\_
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6. (1). \_\_\_\_\_
6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6. (2).  
\_\_\_\_\_
7. Exact physical address of the construction site or site office:  
\_\_\_\_\_
8. Nature of the construction work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Expected commencement date: \_\_\_\_\_
10. Expected completion date: \_\_\_\_\_
11. Estimated maximum number of persons on the construction site.  
\_\_\_\_\_

---

12. Planned number of contractors on the construction site accountable to principal contractor:

\_\_\_\_\_

13. Name(s) of contractors already chosen.

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

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Principal Contractor

\_\_\_\_\_ Date

---

Client

\_\_\_\_\_ Date

- **THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.**
- **ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.**

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# GUIDELINES FOR CONTRACT ADMINISTRATION



**O.R. TAMBO  
DISTRICT MUNICIPALITY**

**O. R. TAMBO DISTRICT MUNICIPALITY**

O. R. TAMBO DISTRICT MUNICIPALITY  
GUIDELINES FOR CONTRACT ADMINISTRATION  
IN TERMS OF THE CONSTRUCTION REGULATIONS 2003  
HEALTH & SAFETY ACT 1993

**SECTION 1 AND 2**

**1. PURPOSE OF THIS DOCUMENT**

This document describes the procedures to be followed in the execution of Engineering Projects for O. R. Tambo District Municipality.

The role of all parties to the development project is described.

The document is in terms of the Construction Regulation 2003 of the Health and Safety Act 1993.

**2. BACKGROUND**

*The Minister of Labour has on 18 July 2003 under section 43 of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol. 456. They have immediate effect and are applicable to the Construction Environment.*

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavor to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and Workers are made aware of the value of safe working procedures and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

O. R. TAMBO DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION  
**IN TERMS OF THE CONSTRUCTION REGULATIONS 2003  
 HEALTH & SAFETY ACT 1993**

**SECTION 3**

**3. THE CLIENT**

In terms of the law the client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will 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 client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

Clients 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.

In particular the client's responsibilities are defined as follows:

- |     |   |                |
|-----|---|----------------|
| .1  | To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties.   | Clause 4(1)(a) |
| .2  | To provide a risk assessment to the principal contractor.   | Clause 4(1)(b) |
| .3  | To appoint the principal contractor in writing.   | Clause 4(1)(c) |
| .4  | To ensure that the H&S plan is implemented.   | Clause 4(1)(d) |
| .5  | To stop any contractor executing work in an unsafe manner.  | Clause 4(1)(e) |
| .6  | To provide additional H&S information to the contractor should changes be made to the work?   | Clause 4(1)(f) |
| .7  | To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund.  | Clause 4(1)(h) |
| .8  | To make sure tenderers have made provision in their offers for H&S measures.  | Clause 4(1)(h) |
| .9  | To discuss and approve the H&S plan with the principal contractor.  | Clause 4(2)    |
| .10 | To keep a copy of the H&S plan of the principal contractor.   | Clause 4(3)    |
| .11 | To <u>not</u> employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely.  | Clause 4(4)    |
| .12 | The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not make the person responsible for such particular responsibilities as agent.<br><br>The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 9(2). | Clause 4(5)    |
| .13 | The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities.   | Clause 4(6)    |

O. R. TAMBO DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION

IN TERMS OF THE CONSTRUCTION REGULATIONS 2003  
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SECTION 4

4. THE DESIGNER

**The regulations do not use names like engineer, architect, etc. Instead the term designer has been introduced. The responsibilities of the designer are given in a sub-paragraph under the obligations of the Principal Contractor.**

4.1	The regulations has a comprehensive definition of the designer and this includes:	Definitions "designer"
a)	A person preparing a design.	Definitions "structure"
b)	A person checking a design.	
c)	A firm preparing a design.	
d)	An architect or engineer contributing to or having responsibility for a design.	
e)	A building services engineer designing details of fixed plant (scaffolding or cranes).	
f)	A surveyor specifying articles or drawing up specification (Quantity Surveyor).	
g)	A contractor in design & build contract.	
h)	A contractor designing temporary work.	
i)	A interior designer, shop fitter and landscape architect.	
	The regulation also talks of "an engineer designing a structure". "Structure" is a wide 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 client 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 client 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 client in a conventional contractual context. "Agent" in terms of the Health & Safety regulations has a totally different meaning.	
4.4	It can be derived from the regulations that the client can appoint a designer to perform certain tasks of the client on his behalf. This 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 of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf.	
4.5.1	<p>“Structure” in terms of the regulations means:</p> <p>(a)</p> <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> <p>(b) Any formwork, false work, scaffold or other structure designed or used to provide support or access during construction (structural engineering sector).</p> <p>(c) Fixed plant to prevent people from falling 2 meters or more.</p>	Definitions
4.5.2	The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited.	Clause 9(2)
4.5.3	The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. <u>This is in fact a Risk Assessment.</u>	Clause 9(2)(b)
4.5.4	<p>The designer (in the structural engineering context) shall further furnish to the contractor in writing:</p> <p>i) A geo-technical report.</p> <p>ii) The loading of the structure.</p> <p>iii) The method and sequence of the construction process.</p> <p>iv) He should exclude inherently dangerous methods of construction in his design.</p> <p>v) The maintenance of the structure shall be through safe procedures.</p> <p>vi) He should carry out inspections.</p> <p>vii) And stop the contractor from executing work dangerously.</p>	Clause 9(2)

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viii)	A final inspection is necessary to ensure 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)

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SECTION 5

**5. THE PRINCIPAL CONTRACTOR (P C) AND CONTRACTOR**

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 (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client 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)
iv)	Visitors to his site should undergo induction pertaining to H&S issues.	Clause 7(8)
v)	He shall see to his employees induction and H&S training.	Clause 7(7)
vi)	The employees of the PC and his contractors shall wear visible proof of their induction training.	Clause 7(9)(a)
5.3	The regulations also covers the detail of:	
	• Fall protection	Clause 8
	• Structures (under this heading the responsibilities of the designer of a structure is found)	Clause 9
	• Formwork and support work	Clause 10
	• Excavation work	Clause 11
	• Demolition work	Clause 12
	• Tunnelling	Clause 13
	• Scaffolding	Clause 14
	• Suspended platforms	Clause 15
	• Boatswain's chairs	Clause 16
	• Material hoists	Clause 17
	• Batch plants	Clause 18
	• Explosive powered tools	Clause 19
	• Cranes	Clause 20
	• Construction vehicles and mobile plant	Clause 21
	• Electrical installation and machinery on construction sites	
	• Use and storage of flammable liquids on construction sites	
	• Water environment	Clause 22
	• Housekeeping on construction sites	Clause 23
	• Stacking and storage on construction sites	Clause 24
	• Fire precautions on construction sites	Clause 25
	• Construction welfare facilities	Clause 26 Clause 27

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IN TERMS OF THE CONSTRUCTION REGULATIONS 2003  
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SECTION 6

6. APPOINTMENT OF THE DESIGNER

Clause 4(5)

- |     |   |                |
|-----|---|----------------|
| 6.1 | The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.   |                |
| 6.2 | It is further important to distinguish between "agent" in terms of the SAACE model agreement between client and engineer and "agent" in terms of the H&S regulations.   |                |
| 6.3 | The responsibilities and duties of a designer in the H&S context are <u>those that are dictated by law and/or those respectively given to him by the client, except when he is a structural engineer and designs a "structure" in which case clause 9(2) applies automatically.</u> |                |
| 6.4 | The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations.   |                |
| 6.5 | The following duties are not regarded as normal work of the designer of a "structure" and will therefore require an additional appointment.   |                |
| .1  | To ensure the H&S plan of the PC is implemented on site.  | Clause 4(1)(d) |
| .2  | To ensure that changes to the design are also incorporated in the H&S plan.   | Clause 4(1)(e) |
| .3  | To ensure that the principal contractor is registered and in good standing with the workmens' compensation fund.  | Clause 4(1)(f) |
| .4  | To see that the contractor registers the site as a construction site at the Department of Labour.   | Clause 4(1)(g) |
| .5  | To discuss with the contractor the H&S plan and then recommend to the client the approval thereof.  | Clause 4(2)    |
| .6  | To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client.  | Clause 4(4)    |
| .7  | Control the following on site:  |                |
|     | a) To see that the principal contractor keeps the H&S file up to date and that it is given to the client upon completion of the contract.   | Clause 5(7)    |
|     | b) To see that the principal contractor keeps a data base of all contractors involved with the project.   | Clause 5(9)    |
|     | c) To see that the principal contractor appoints one or more construction supervisors.  |                |
|     | d) To see that this person is dedicated to the particular project only.   | Clause 6(4)    |
|     | e) To receive from the contractor his risk assessment and keep a copy of that for his and the clients records.  | Clause 7(1)    |

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O. R. TAMBO DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION

**IN TERMS OF THE CONSTRUCTION REGULATIONS 2003  
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SECTION 7

**7. THE ROLE OF THE CLIENT**

- |     |  |                |
|-----|--|----------------|
| 7.1 | The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer. | Clause 4(1)(a) |
| 7.2 | The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/ designer.   | Clause 4(2)    |
| 7.3 | The client employs the Principal Contractor.   | Clause 4(1)(c) |
| 7.4 | The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent.   | Clause 4(5)    |
| 7.5 | The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility.  | Clause 4(6)    |
| 7.6 | The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner.   | Clause 4(4)    |

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O. R. TAMBO DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION

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HEALTH & SAFETY ACT 1993

SECTION 8

**8. THE ROLE OF THE PRINCIPAL CONTRACTOR**

The principal contractor should execute the following duties:

- |     |  |              |
|-----|--|--------------|
| .1  | Provide a health and safety plan.  | 5(1)         |
| .2  | See that his contractors comply with the regulations.  | 5(2)         |
| .3  | He should discuss the particular H&S plan.   | 5(5)         |
| .4  | He should have his H&S plan available.   | 5(6)         |
| .5  | He should have an H&S file available on site and hand it over to the client upon completion. | 5(7)         |
| .6  | He should not employ contractors who are not capable.  | 5(10)        |
| .7  | He should have full time supervision on site.  | 6(1) to 6(8) |
| .8  | He should produce a risk assessment of the work.   | 7(1)         |
| .9  | He should train his employees.   | 7(4)         |
| .10 | He should introduce induction training on site.  | 7(7)/ 7(8)   |
| .11 | All physical aspects of the regulations as in terms of the regulations.                      |              |

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SECTION 9

9. THE PROCEDURE

- |     |   |                     |
|-----|---|---------------------|
| 9.1 | The Client decides to execute work and appoints a designer to administer the work.  |                     |
| 9.2 | The scope of works and the exact duties of the designer are identified and given to him in writing.<br><br>The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal PI insurance provided by the designer.<br><br>The designer prepares a contract document and ensures that this document states clearly the following: |                     |
| .1  | A risk assessment of the project and the H&S specification of the client.   |                     |
| .2  | All relevant information to enable the pricing of the contract.   | 9(2)(a)             |
| .3  | Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full time safety officer is required on site.   | 9(2)(b)             |
| .4  | (i) Geotechnical information<br>(ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.<br>(iii) The method and sequence of the process. This should identify the priorities of the client.   | 9(2)(c)(i) to (iii) |
| .5  | Inherently dangerous procedures should be avoided in the design.  | 9(2)(d)             |
| .6  | The maintenance of the structure should be considered also so that this aspect would be safe and ergonomic too.   | 9(2)(e)             |
| 9.3 | The tenderers then respond by each giving a H&S plan based on the risk assessment of the designer.  |                     |
| 9.4 | The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer.  |                     |
| 9.5 | The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&S specification.   |                     |

- 
- |      |  |
|------|--|
| 9.7  | Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.              |
| 9.8  | He should open and then maintain his H&S file through the duration of the contract.  |
| 9.9  | He should then further adhere to the provisions of the H&S regulations.  |
| 9.10 | He should hand over the H&S file (recommend to do that with the designer's as-built drawings).   |
| 9.11 | The designer should stop the work if he has reason to believe that the contractor is executing work in an unsafe manner.                                 |
| 9.12 | Likewise should the principal contractor stop the work of his contractor(s) should he have reason to believe that such contractor is not working safely. |

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GUIDELINES FOR CONTRACT ADMINISTRATION  
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SECTION 10

10. **CONTRACT DOCUMENTATION**

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2003.

A. **In the Specification section**

1. **Health and Safety Specification**

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation or addition to the NDM who will authorize this in writing.

2. **Risk Assessment**

This can form part of the contract specifications.

It is necessary to identify to the contractor:

- i) The situation on site as it is with all the potential hazards and dangers involved.
- ii) The nature of the work and the situations that the average contractor would encounter during the execution of the work. The nature of the work and the expected risks should be described in particular as well as the method and the sequence of the work.
- iii) The basic safety precautions that he should take.
- iv) The Safety and Health specification of the client.
- v) To allow sufficient items in the bill of quantities for the tenderer to price for the specified H&S precautions.

3. **Insurance**

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2003.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

B. **The Tender Rules**

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor

should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed.

The following example is recommended.

#### Compliance with the Regulations of the H&S Act 2003

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

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O. R. TAMBO DISTRICT MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION  
IN TERMS OF THE CONSTRUCTION REGULATIONS 2003  
HEALTH & SAFETY ACT 1993

SECTION 11

**11. CONCLUSION**

The Construction Regulations 2003 was long overdue in the South African Civil Engineering Construction Industry. Role players will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect a contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omissions from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to curb the cost of the implementation process.

**1.0 SCOPE**

*This part of the specification has the objective to assist principal contractors entering into contracts with The Employer that they comply with the Occupational Health and Safety (OH&S) Act, No 85 of 1993. Compliance with this document does not absolve the principal contractor from complying with minimum legal requirements, and the principal contractor remains responsible for the health and safety of his employees and those of his Mandataries. Principal and other contractors should therefore insist that this part of the specification from part of any contract that he may have with other contractors and/or suppliers.*

*This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the principal contractors and other contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health.*

**2.0 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS**

**2.1 Hazard Identification and Risk Assessment (Construction Regulation 7)**

**2.1.1 Risk Assessments**

*Paragraph 4 contains a generic list of risk assessment headings that have been identified by The Employer as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to contractors intending to bid.*

**2.1.2 Development of Risk Assessment**

*Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 5(1).*

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The risk assessment shall include at least:

- the identification of the risks and hazards to which persons may be exposed
- the analysis and evaluation of the risks and hazards identified
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
- a monitoring plan and
- a review plan

Based on the risk assessment, the principal contractor shall develop set site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to The Employer before construction on site commences.

Despite the risk assessment listed in paragraph 4, the principal contractor shall conduct a baseline risk assessment, and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

### **2.1.3 Review of Risk Assessment**

The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meetings as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor shall provide The Employer, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 2.1.3.

## **2.2 Legal Requirements**

A principal contractor shall, as minimum, comply with:

The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up to date copy of which shall be available on site at all times.

The Compensation or Occupational Injuries and Diseases Act (Act 130 of 1993), an up to date copy of which shall be available on site at all times.

Where work is being carried out on a "mine", the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mine's Health and Safety Act and Regulations shall be available on site at all times.

## **2.3 Structure and Responsibilities**

It is a requirement that the principal contractor, when he appoints contractors (Sub-contractors) in terms of Construction Regulations 5(3), 5(5), 5(10), and 5(12) includes in his agreement with such contractors the following:

- OH& S Act (85 of 1993), Section 37(2) agreement: "Agreement with Mandatory"
- OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his / her/ their respective appointment forms.

### **2.2.3 Further (Specific) Supervision Responsibilities for OH & S**

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate

appointments for this contract. The contractor shall note it is a generic list only and is intended for use as a guideline.

Ref. Section/ Regulation in OHS Act	
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/ Mobile Plant/ Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/ Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Control	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(Construction Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Material Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OH&S Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling under Pressure Supervisor	(Construction Regulation 13)
Vessel under Pressure Supervisor	(Vessel under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

In addition, The Employer requires that a Traffic Safety Officer be appointed (see COLTO Section 1500). The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of appointments shall be submitted to The Employer. All changes shall also be communicated to the Employer.

The principal contractor or shall, furthermore, provide The Employer with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.

Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a component safety officer.

### **2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)**

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 5 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

### **2.3.4 Duties and Functions of the OH&S representatives (Section 18 of the OH&S Act)**

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a checklist and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

### **2.3.5 Appointment: of OH&S Committee (Section 19 and 20 of the OH&S Act)**

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

## **2.4 Administrative Controls and the Occupational Health & Safety File**

### **2.4.1 The OH&S File (Construction Regulation 5(7))**

As required by the Construction Regulation 5(7), the principal contractor and other contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 3)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID Insurer (Construction Regulation 4(g))
- OH&S plan agreed with the client including the underpinning risk assessment/s and method statements (Construction Regulation 5(1))
- Copies of OH&S committee and other relevant minutes
- Designs/Drawings (Construction Regulation 5(8))
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment/designation forms as per paragraphs 2.1.1 and 2.1.2
- Registered as follows:
  - Accident/incident register (Annexure 1 of the General Administrative Regulations)
  - OH&S representatives' inspection register
  - Asbestos demolition and stripping register
  - Batch plant inspections
  - Construction vehicles and mobile plant inspections by controller
  - Daily inspection of vehicles, plant and other equipment by the operator/driver/user
  - Demolition inspection register
  - Designer's inspection of structures record
  - Electrical installations, equipment and appliances including portable electrical tools)
  - Excavations inspector
  - Explosive powered tool inspection, maintenance, issue and returns register (incl. Cartridges and nails)
  - Fall protection inspection register
  - First aid box contents
  - Fine equipment inspection and maintenance
  - Formwork and support work inspections
  - Hazardous chemical substances record
  - Ladder inspections
  - Lifting equipment register
  - Materials hoist inspection register
  - Machinery safety inspection register (incl. Machine guards, lock-outs etc.)
  - Scaffolding inspections
  - Stacking and storage inspection
  - Inspection of structures
  - Inspection of suspended platforms
  - Inspection of tunnelling operations
  - Inspection of vessels under pressure

- 
- Welding equipment inspections
  - Inspection of work conducted near water
  - All other applicable records including traffic safety officer reports.

The Employer will conduct an audit on the OH&S file of the principal constructor from time-to time.

## **2.5 Notification of Construction Work (Construction Regulation 3)**

The principal constructor shall, where the contract meets the requirements laid down in Construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to The Employer for record keeping purposes.

## **2.6 Training and Competence**

The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken.

Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractor's personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is conducted as the contract progresses and the work situation changes. Records of all training must be kept on the OH&D file for auditing purposes.

## **2.7 Consultations, Communication and Liaison**

OH&S liaison between the client, the principal contractor, the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph 2.3.5. In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their supervisions, OH&S representatives and the OH&S committee. The principal contractor shall be responsible for the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or/his/her agent, exchange of information between contractors, the reporting of hazardous/dangerous conditions/situations etc. The principal contractor's most senior manager on site shall be required to attend all OH&S meetings.

## **2.8 Checking Reporting and Corrective Actions**

### **2.8.1 Monthly Audit by Client (Construction Regulation 4(1) (d))**

The Employer will conduct monthly audits to comply with Construction Regulation 4(1)(d) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S plan.

### **2.8.2 Other Audits and Inspections by The Employer**

The Employer reserves the right to conduct other hoc audits and inspections as deemed necessary. This will include site safety walks.

### **2.8.3 Contractor's Audits and Inspections**

The principal contractor is to conduct his own monthly internal audits to verify compliances with his own OH&S management system as well as this specification.

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## **2.8.4 Inspections by OH&S Representatives and other Appointees**

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle and machinery drivers, operators and users must conduct daily inspections before start-up.

## **2.8.5 Recording and Review of Inspection Results**

All the results of the above mentioned inspections shall be in writing at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

## **2.9 Accidents and Incident Investigation (General Administrative Regulation 9)**

The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigations shall be entered into an accident/incident register listed in paragraph 2.4.1

The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

## **2.10 Reporting**

The principal contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

## **3.0 OPERATIONAL CONTROL**

### **3.1 Operational Procedures**

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

- to be conversant with Regulations 8 to 29 (inclusive)
- to comply with their provisions
- to include them in his OH&S plan where relevant

### **3.2 Emergency Procedure**

Simultaneous with the identification of operational procedures (per paragraph 3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.

### **3.3 Personal & Other Protective Equipment (Section 8/ 15/ 23 of the OH&S Act)**

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

*Where it is not possible to create an absolutely safe and healthy workplace the contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.*

*It is a further requirement that the contractor maintain the said equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.*

*Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.*

*The principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.*

### **3.4 Other Regulations**

*Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 22: Electrical and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.*

### **3.5 Public Health and Safety (Section 9 of the OH&S Act)**

*The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This includes:*

- *Non-employees entering the site for whatever reason*
- *The surrounding community*
- *Passers by to the site*

## **4.0 PROJECT/S SPECIFIC REQUIREMENTS**

### **4.1 List of Risk Assessments**

- *Clearing and Grubbing of the areas/site*
- *Site establishment including:*
  - *Offices*
  - *Secure/safe storage for materials and equipment*
  - *Ablutions*
  - *Sheltered eating area*
  - *Maintenance workshop*
  - *Vehicle access to the site*
- *Dealing with existing structures*
- *Location of existing services*
- *Installation and maintenance of temporary construction electrical supply, lightning and equipment*
- *Adjacent land uses/surrounding property exposures*
- *Boundary and access control/public liability exposures (NB: the employer is also responsible for the OH&S of the non-employees affected by his/her work activities)*
- *Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes and lightning etc.*
- *Exposure to noise*
- *Exposure to vibration*
- *Protection against dehydration and heat exhaustion*
- *Protection from wet and cold conditions*

- *Dealing with HIV/AIDS and other diseases*
- *Use of portable electrical equipment including*
  - Angle grinder
  - Electrical drilling machine
  - Still saw
- *Excavation including*
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- *Welding including*
  - Arc welding
  - Gas welding
  - Flame cutting
  - Flame cutting
  - Use of LP gas torches and appliances
- *Loading and offloading of truck*
- *Aggregate/sand and other materials delivery*
- *Manual and mechanical handling*
- *Lifting and powering operators*
- *Driving and operation of construction vehicles and mobile plant including.*
  - Trenching machine
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in pipelines
- Backfilling trenches
- Protection against flooding
- Gabion work
- Use of explosive
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspection and audits conducted by the client or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation

**FORM C1.5      SUPPLY CHAIN MANAGEMENT POLICY**

Please refer to O. R. TAMBO District Municipality's Procurement Policy.

**SECTION 3**

**SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

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## **SPECIAL CONDITIONS OF CONTRACT**

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The Contract shall be governed by the "General Conditions of Contract for Works of Civil Engineering Construction, First Edition (2004)". The only variations from these General Conditions of Contract shall be as given in the Special Conditions of Contract below.

The Government Procurement "General Conditions of Contract" shall apply except in so far as they are in conflict with the above conditions and the Special Conditions.

The following additions to and variations from the General Conditions of Contract for Works of Civil Engineering Construction (First edition- 2004) apply to the Contract. Certain pro-formas that are contained in the General Conditions of Contract 1990 are also replaced by the corresponding pro-formas that are bound into this document.

### **1(1) Definitions**

#### **1.1.4 Commencement Date**

Replace the entire contents of Clause 1(1)(c) with the following:

"Commencement Date" means the date of receipt by the Contractor of an official Districtal order.

#### **1.1.13 Due Completion Date**

Add the following to the end of this definition:

This clause shall apply *mutatis mutandis* to any portion or phase of the Works that may be described in the Project Specification or in the Appendix to the BID, or agreed subsequently between the Contractor and the Employer, and committed to writing.

1.1.14 "Employer" means O.R. Tambo District Municipality, Department of Infrastructure & Water Services and shall include the Employer's duly authorised representative.

1.1.15 "Engineer" means any ***DIRECTOR***, associate or professional engineer appointed generally or specifically by O.R. Tambo District, to fulfil the functions of the Engineer in terms of the Conditions of Contract.

### **4.2 Contractor's Liability for his own Design Errors**

Add the following to the end of Clause 4.2

The successful Bidder will be required to provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor.

- (a) A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.
- (b) Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).
- (c) Design calculations should the Engineer request a copy thereof.
- (d) Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.

(e) "As-Built" drawings in DXF electronic format after completion of the Works.

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**6. Subcontracting**

Replace the entire contents of Clause 6 with the following:

**6.1 The Contractor shall not sub-let the whole of Contract**

6.2 Where it is so required in terms of the Project Specifications, the Contractor shall sub-let portions of the Works to local sub-contractors with a view to maximising labour intensive construction, all in accordance with the various provisions of the Contract; provided always that unless stated to the contrary elsewhere in the Contract, the Contractor shall be entitled to sub-let further portions of the Works, additional to those which he is required to sub-let in terms of this sub-clause.

6.3 Except where otherwise provided in the Contract, the Contractor shall not sub-let any part of the Contract without the prior written consent of the Engineer, which consent shall not be unreasonably withheld.

6.4 The Contractor shall obtain the Engineer's prior written consent in respect of any particular subcontractor to whom he intends sub-letting any portion of the Works and such consent shall not be unreasonably withheld; provided always that any such consent when given, shall not be deemed to constitute any form of approval by the Engineer, of the competence or suitability of any particular subcontractor in respect of whom such consent is given.

6.5 Any consent given by the Engineer in terms of Sub-clauses 6.3 or 6.4 shall not relieve the Contractor of any liability or obligations under the Contract, and he shall be fully liable for the acts, defaults and neglects of any subcontractor (whether locally contracted or otherwise) as well as for the acts, defaults and neglects of such subcontractor's agents or employees, as fully as if they were the acts, defaults or neglects of the Contractor, his agent or employees.

6.6 The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefor in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.

The withdrawal (in terms of Sub-Clause 6.6 above) by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the Works, including any portions of the Works which are required in terms of Sub-Clause 6.2 above to be sub-let by the Contractor to local subcontractors, shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.

Unless otherwise stipulated in the Contract:

- (a) the provision of labour, whether locally employed or not; or
- (b) the purchase of materials which are in accordance with the Contract; or
- (c) the purchase or hire of Constructional Plant;

shall not be regarded as sub-letting, as contemplated in this clause, for which the Contractor is required to obtain the Engineer's consent in terms of Sub-Clauses (6.3 and 6.4).

## **14. Notices and Fees**

### **14.1.2 Add the following paragraph to Sub-Clause 14:**

Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 12), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within twenty eight (28) days of the Date of Commencement.

#### **Workmen's Compensation**

Amend to read as follows:

The Contractor shall provide proof that he has paid all contributions that are required in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), within 30 days of the Commencement Date.

#### **Rate of Progress**

Add the following:

No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which is to be determined.

#### **Time for Completion**

Amend this clause to read as follows:

The various portions or phases of the Works, as well as the whole of the Works, shall be completed by the Due Completion Dates (as defined in Clause 1.1.13 of these Conditions.

If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Project Specifications and in the Appendix to BID, any further part of the Works has been:

- (i) certified as complete in terms of a Certificate of Practical Completion; or
- (ii) occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);

then the appropriate penalty for delay referred to in Sub-Clause 46(1)(a) above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.

If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Project Specifications to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:

- (a) fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or
- (b) utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or

~~(c) utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;~~

then the Contractor shall be liable to the Employer for the percentage that is stated in the Appendix of the value of the Works so executed in conflict with the provisions of the relevant Project Specification, as a penalty for non-compliance.

The imposition of penalties in terms of Sub-Clauses 14.1.2 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.

All penalties for which the Contractor becomes liable in terms of Sub-Clauses 14.1.2 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.

The imposition of any penalties in terms of Sub-Clauses 14.1.2 shall not limit the right of the Engineer or the Employer to act.

**SCOPE OF WORKS**

**SECTION 1: THE SCOPE OF WORK AND BILLS OF QUANTITIES**

Municipal Disaster Recovery Grant					
Project Name		Nggeleni Water Treatment Works			
Item	Description	Unit	Quantity	Rate	Amount
1	Management fee including company processes, profits, transports, upkeep of workers as it relates to this contract (50% to be claimed in the first claim and the rest distributed equal for the duration of the contract)	Sum	1		
2	Allow sum for removal of existing pump equipment, loading, transport to ortambo stores in Mthatha. The activity includes recording in details the removed equipment and acceptance by the Asset Officer of the Municipality	Sum	1		
3	a) Refurbishment of pressurised sand filter	m <sup>3</sup>	30		
	b) Remove existing sand on both filters	m <sup>3</sup>	30		
	c) Replacement of faulty nozzles. (Size and type to be confirmed on site).	No.	50		
	d) Laying of gravel using Silcon gravel ranging from 2.8-4.8mm in size and ±450mm in height as a first layer of the filter media.	m <sup>3</sup>	15		
	e) Laying of sand using Silcon sand ranging from 1.4-2.4mm in size and ±300 in height as a second layer of the filter media	m <sup>3</sup>	9		
	f) Laying of sand using Silcon sand ranging from 0.6-1.4mm in size and ±300 height as a final 0.6-1.4mm in size and ±300 height as a final layer of the filter media.	m <sup>3</sup>	6		
	g) Replace all faulty isolation valve	No.			
	h) Assess and repair the existing control Panel ie. Fuses, relays & labelling	Sum	1		
	i) Supply and install new 0.6kw domestic booster pump and motor. Minimum head to be 5.4m	No.	2		
4	<b>Clear Water:</b>				
	a) Supply and fit Mixer Agitator	No.	1		
	b) 2500 litre circular jojo tank	No.	1		
	c) Chlorine dosing pump	No.	2		
	d) Assess and repair the existing control Panel ie. Fuses, relays, labelling & electrical cables.	Sum	1		
5	<b>Raw Water Pump Station:</b>				
	a) Supply and install Mono pumps HD45M Mk2	No.	2		

	b) Supply and install 7.5kW Squirrel Cage motor, 3 Phase, 6 Pole, Speed: 1490 rpm	No.	2		
	c) Supply and lay on steel truncking an armoured cable from MCC to motors size: 10mm sq x 4 core.	No.	1		
	<b>Municipal Disaster Recovery Grant</b>				
	<b>Project Name</b>	<b>Nggeleni Water Treatment Works</b>			
6	a) Supply and mount a Motor Control Centre (MCC) IP55 Mild Steel enclosure complete with the following componets and indication lights. Clearly labelled componets and proper numbering and circuit drawing to be provided. Dimensions: 600mm x400mm x250mm,	Sum	1		
	b) Isolator switch,	No.	1		
	c) 32A Fuses,	No.	10		
	d) Surge Arrestors,	No.	3		
	e) 25A 3 Pole Main,	No.	4		
	f) circuit breaker,	No.	5		
	g) Earth Leakage,	No.	1		
	h) 6A Breaker (singlge pole),	No.	1		
	i) 25A Soft-starter, Code: 3RW4026-1BB15, Multi range relays,	No.	1		
	j) 24H Digital timer,	No.	1		
	k) 400V Voltage Comparator,	No.	1		
	l) 24V DC No-flow relay (NFR),	No.	1		
	m) 220V AC Solid state relay,	No.	1		
	j) Supply and install a flow sensor on delivery, pipeline and wire to the MCC	No.	1		
	i) Supply and install a digital flow meter		1		
	j) Supply and install a flexible hose as suction 90mm sq x 1.8m long		1		
	k) Assess and repair the existing control Panel ie. Fuses, relays, labelling & electrical cables.	Sum	1		
	l) Divert debris and stone river bed to form a bermand redirect water away from the existing pump station	Sum	1		
m) Desilt debris inside the existing dam and pump station	m <sup>3</sup>	200			

7	<b>Raw Water Dam:</b>				
	Supply and install new floating Pantoon and tie in existing 110mm Dia Hdpe pipe.	No.	1		
8	General Building Upkeep:				
	Painting of walls	Sum	1		
	Plastering	Sum	1		
				Sub-Total	
				10% Contingency	
				15% Vat	
				<b>Total</b>	

**END**