



KOUGA MUNICIPALITY

**DEMOLITION OF BUILDING AND REMOVAL OF BUILDING MATERIAL: ERF 3291
HUMANSDORP (KOUGA CULTURAL CENTRE)**

CONTRACT NO: 171/2024

30 AUGUST 2024

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
CLOSING DATE	30 September 2024	

ISSUED AND PREPARED BY:

Kouga Local Municipality

**Physical Address:
33 Da Gama Road
Jeffreys Bay**

**Postal Address:
P O Box 21
Jeffrey Bay
6330**

KOUGA LOCAL MUNICIPALITY

BID No.: 171/2024

**DEMOLITION OF BUILDING AND REMOVAL OF BUILDING MATERIAL: ERF 3291 HUMANSDORP
(KOUGA CULTURAL CENTRE)**

GENERAL TENDER INFORMATION

TENDERS INVITED : [DATE]

ESTIMATED CIDB CONTRACTOR GRADING : SE 2 or higher

CLARIFICATION MEETING : A compulsory site meeting to be held on 10 September 2024 at 10h00

VENUE FOR SITE VISIT/CLARIFICATION MEETING : Physical site meeting

CLOSING DATE : [30 September 2024]

CLOSING TIME : 12:00:00 PM / 12h00

CLOSING VENUE : Tender Box at the Municipal Office, Room 112
16 Woltemade Street (front) / 21 St. Croix Street (back),
Jeffreys Bay

VALIDITY PERIOD OF TENDER : 90 days

TENDER BOX : The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

KOUGA LOCAL MUNICIPALITY

BID No.: 171/2024

**DEMOLITION OF BUILDING AND REMOVAL OF BUILDING MATERIAL: ERF 3291 HUMANSDORP
(KOUGA CULTURAL CENTRE)**

PARTICULARS OF BIDDER	
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Name of Bidder	
Contact Person:	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cell phone Number	
Facsimile Number	Code: Number:
E-Mail Address	
CSD Supplier Number (National Treasury)	
CIDB CRS Number	
Vat Registration Number	

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TENDER

PART 1 (OF 2): TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.1: TENDER NOTICE AND INVITATION TO TENDER



KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: PLANNING & DEVELOPMENT
NOTICE NO: 171/2024

DEMOLITION AND REMOVAL OF BUILDING MATERIAL: ERF 3291, HUMANSDORP, KOUGA CULTURAL CENTRE

Prospective Service Providers are hereby invited to submit tenders for the demolition and removal of building material: ERF 3219, Humansdorp, Kouga Cultural Centre.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as of **Friday, 30 August 2024**. After downloading the tender document from the website each prospective bidder MUST ensure that a complete tender document has been printed.

A **Compulsory site meeting** will be held on **Tuesday, 10 September 2024 @ 10:00am** at the **Corner of Voortrekker Road and Main Street, Humansdorp**. Please take note that no attendee arriving **15 minutes late or more** will be allowed to attend the site meeting.

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80 (price)
- The specific goals would be for a maximum point of 20 points. To claim for specific goals prospective bidders MUST submit proof/required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **An estimated contractor CIDB Grading of 2SE or higher is required.**
- **A minimum functional assessment score of 70% will apply to this contract.**
- A valid Tax compliance Status pin must be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to cgrootboom@kouga.gov.za.

Completed documents in a sealed envelope endorsed "**NOTICE NO: 171/2024: "DEMOLITION AND REMOVAL OF BUILDING MATERIAL: ERF 3291, HUMANSDORP, KOUGA CULTURAL CENTRE"**", must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **MONDAY, 30 SEPTEMBER 2024 at 12:00.**

C. DU PLESSIS

MUNICIPAL MANAGER

P.O. Box 21

JEFFREYS BAY
6330

For Placement: Municipal Website/ Municipal Notice Boards in all offices/areas – 30 August 2024

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	171/2024	CLOSING DATE:	30 SEPTEMBER 2024	CLOSING TIME:	12h00
DESCRIPTION	DEMOLITION OF BUILDING AND REMOVAL OF BUILDING MATERIAL: ERF 3291 HUMANSDORP				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE		R
5. SIGNATURE OF BIDDER			6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	Mr S. Grootboom	
CONTACT PERSON			TELEPHONE NUMBER	042-200-2168	
TELEPHONE NUMBER	042-200-2200		FACSIMILE NUMBER	n/a	
FACSIMILE NUMBER			E-MAIL ADDRESS	tenders@kouga.gov.za	
E-MAIL ADDRESS	tenders@kouga.gov.za				

T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019 (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

“Bid” should read “tender”, and vice versa, throughout the document – implying both words have the same meaning.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
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C.1	General
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C.1.1	Actions
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The Employer is **KOUGA LOCAL MUNICIPALITY**.

C.1.2	Tender Documents
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Add the following:

The following documents form part of this tender:

VOLUME 2: The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 3: The SANS Standard Specifications for Civil Engineering Construction prepared by Standards South Africa (SANS 1200). These publications are obtainable, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 2 and 3 may also be inspected, by appointment, at the offices of the Employer during normal office hours.

The Tender Documents issued by the Employer comprise:

VOLUME 1: The Tender Document (this document), in which are bound:

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

THE CONTRACT

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Performance Guarantee

C1.4 Occupational Health and Safety Agreement

C1.5 Protection of the Environmental Declaration

Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Part C3: Scope of Work

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Health and Safety Specifications

C3.7 Annexures

Part C4 : Site Information

C4.1 General Site Information

VOLUME 4: The following Tender drawings issued with this tender:

Book of Drawings – will be issued in PDF Format by a weblink (Mimecast), before the Tender Clarification Meeting, to all Tenderers who have pre-booked the Bid Document.

C.1.3 Interpretation

C.1.3.1 *Delete the clause and replace with the following:*

These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.4 Communication

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its director: Supply Chain Management or his nominee.

C.1.5 Cancellation and Re-Invitation of Tenders

Delete the full stop at the end of C.1.5.1 c) and replace with, or

Add the following after C.1.5.1 c):

- d) there is a material irregularity in the tender process.

Competitive negotiation procedure

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

C.1.6.3 Proposal procedure using the two-stage system

Add the following between C.1.6.3 and C.1.6.3.1:

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2

C.1.6.4 Objections, complaints, queries, and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

C.1.6.4.1 Disputes, objections, complaints, and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Kouga Local Municipality in the implementation of its supply chain management system, may lodge within fourteen (14) days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.4.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision.
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision

C.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

C.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:

The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.

C.1.6.4.5 All requests referring to clause C.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:

The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.

C.1.7 Kouga Local Municipality Supplier Database Registration

Tenderers are required to be registered on the Kouga Local Municipality's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Kouga Local Municipality's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Road, Jeffreys Bay.

C.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **<https://secure.csd.gov.za>**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1 Eligibility

*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

C.2.1.1 Delete the clause and replace with the following:

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after C.2.1.2:

C.2.1.2 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.3 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.3.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a SB class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB.
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the SB class of construction work: and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7SB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
- d) The CIDB grading is extended to Potentially Emerging (PE) Contractors one grade lower ie 6SB PE in the tender value range in terms of Regulation 25.(8).

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2 **Compliance with requirements of Kouga Local Municipality's SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of entity submitting tender to be provided.
- b) Identification number or company or other registration number to be provided.
- c) Tax reference number to be provided.
- d) VAT registration number to be provided.
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).
- h) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
- k) The tenderer's tax matters with SARS are in order.
- l) The tenderer is not an advisor or consultant contracted with the Employer.
- m) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.

C.2.1.4.3 **Minimum score for functionality compliance**

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below. Verifiable proof of similar Scope of Work contracts successfully completed, must be submitted in the applicable Returnable Schedule.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

CRITERIA	APPLICATION OF THE CRITERIA	WEIGHT/100
Company Experience Schedule 1H	Demonstrated experience of the tendering entity with respect to building demolition projects by completing each row in the Returnable Schedule of work experience in full. 4 x completed projects 3 x completed projects 2 x completed projects 1 x completed projects	(Max 40 points) 40 points 30 points 20 points 10 points
Key Personnel Schedule P-1	Construction Manager (Site Agent) Built / Civil Environment Qualification: B Eng / BSc / B Tech National Diploma No Qualification (s) or CV attached Relevant Experience: 10+ years 6 – 10 years 3 – 5 years 0 - 2 years	(Max 20 points) 6 points 4 points 0 points 14 points 12 points 4 points 0 points
Key Personnel Schedule P-2	General Foreman Relevant Experience: 10+ years 6 – 10 years 3 – 5 years 0 - 2 years	(Max 20 points) 20 points 16 points 10 points 0 points
Key Personnel Schedule P-3	OH&S Agent (SACPMP Registered – Proof required) Relevant Experience: 10+ years 6 – 10 years 3 – 5 years 1 - 2 years	(Max 10 points) 5 points 4 points 3 points 1 point
Maximum possible score for Functionality		90

The minimum score for functionality is **70%**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-Responsive.

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 10, Part T2.2: Returnable Schedules).

Where the tenderer intends to sub-contract any of the work components listed above, full details of the intended sub-contractor and portions of work to be undertaken by them shall be provided with the tender. The verifiable experience of the sub-contractor relevant to the component of work to be performed by them will be taken into consideration when allocating scores.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

C.2.1.4.5 **Compulsory clarification meeting**

Tenderers are required to attend a compulsory clarification meeting and site visit at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers who have signed the attendance register will be declared responsive.

C.2.1.4.6 **Good standing with Bargaining Council**

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive. Refer to Schedule 21 of the Returnable Schedules.

C.2.3 **Check documents**

C.2.3 *Delete the clause and replace with the following:*

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's Agent at once of any such problems identified

C.2.7 **Clarification meeting**

Add the following after the second sentence:

The arrangements for the compulsory site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

C.2.8 **Seek Clarification**

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.12 **Alternative tender offers**

C.2.12.1 *Add the following to C.2.12.1 at the end of the first sentence:*

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

C.2.12.3 *Add the following to C.2.12.1 at the end of the first sentence:*

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13 **Submitting a tender offer**

Add the following to C.2.13.1 at the end of the first sentence:

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to C.2.13.3 at the end of the first sentence:

C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

Add the following to C.2.13.5 at the end of the first sentence:

C.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Employer:	Kouga Local Municipality.
Physical address:	16 Woltemade Street, Jeffreys Bay.
Identification details:	Bid Number: 171/2024
	Title of Contract: DEMOLITION OF BUILDING AND REMOVAL OF BUILDING MATERIAL: ERF 3291 HUMANSDORP

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO. 171/2024: DEMOLITION OF BUILDING AND REMOVAL OF BUILDING MATERIAL: ERF 3291 HUMANSDORP**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to C.2.13.6:

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

Add the following after C.2.13.9:

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of

Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.

- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood, and accepted all the above conditions.

C.2.15 **Closing time**

Add the following to C.2.15.1 after the first sentence:

- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 **Tender offer validity**

Add the following to C.2.16.1 after the first sentence:

- C.2.16.1 The tender offer validity period is **(90 calendar days)**.

- C.2.16.2 *Delete the clause and replace with the following:*

Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

C.2.17 **Clarification of tender offer after submission**

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18 **Provide other material**

Delete the following word in C.2.18.1:

- C.2.18.1 notarized

Add the following to C.2.18.1 at the end of the first paragraph:

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing.
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

Add the following after C.2.18.2:

- C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

C.2.18.4 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 16: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.7 Health and Safety Specifications for the works detailed in Part C3 Scope of works.

C.2.23 Certificates

Add the following after the first sentence:

The tenderer is required to submit the following:

C.2.23.1 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

C.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the Kouga Local Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector)** unless in possession of a valid certificate in terms of the **transitional arrangements contained in these Codes**.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after C.2.23.2

C.2.24 **Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause C3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the words "three days" from the first sentence and replace with:

"Five working days where possible"

Add the following to C.3.2 at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.

C3.4 Opening of tender submissions

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

C.3.8.2 Delete par C.3.8.2 (c)

Replace the final sentence of C.3.8.2 with the following:

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions, and discrepancies

Add the following after clause C.3.9.2

C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

Add the following paragraph below the heading:

The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system and the lowest responsive tender will be used to determine the applicable preference point system.

Annex C
(normative)
Standard Conditions of Tender

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

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

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

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

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

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

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

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

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

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures. **The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers

- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions,

preventing participating in the employer's procurement;

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

- c) has the legal capacity to enter into the contract;

- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

- e) complies with the legal requirements, if any, stated in the tender data; and

- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Annex G
(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters, as per Government Notice 357 of 2019 [Notice No.42561], dated 23 May 2019.

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 500 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

TENDER

PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	30
T2.2	Returnable Documents	32

T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document (refer clauses 3.2 and 4.13 of the Tender Data), excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting
- 1D Declaration of Interest in Tender of Persons in Service of the State
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Tenderer's Past Supply Chain Management Practises
- 1G Form MBD6: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2021
- 1H Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Tenderer by Organs of State
- 1J Company Information Required for Tenders greater than R 10 million
- 1K Certificate of Independent Bid Determination
- 1L Proposed Amendments
- 1M Proof or Registration and good standing with the Civil Engineering Bargaining Council (BCCEI)
- 1N Proof or Registration and good standing with the Construction Industry Development Board (CIDB)
- 1O Proof of Registration with the Supplier Database
- 1P Available personnel for this project:
Details of Experience and Qualifications for Contracts Manager, Construction Manager, General Foreman and OH&S Agent

2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)

- 2A Original Valid Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- 3A Record of Addenda to Tender Documents
- 3B Personnel Schedule
- 3C Declaration Concerning Fulfilment of the Construction Regulations
- 3D Schedule of Construction Equipment
- 3E Schedule of Proposed Subcontractors

4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Bill of Quantities

1A: STATUS OF CONCERN SUBMITTING TENDER
--

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

2. Information to be provided (Attached to the tender)

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Copies of: a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company. Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement
6	Co-operative	CIPRO CR 2 – Copies of Company registration document.

If the Tendering Entity is a:		Documentation to be submitted with the tender
		(The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO:

1B: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture / Consortium	D Sole Proprietor	E Close Corporation

A Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20....., * Mr / Ms acting in the capacity of, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

NAME	CAPACITY	SIGNATURE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B Certificate for Partnership

We, the undersigned, being the key partners in the business trading as, hereby authorize * Mr / Ms, acting in the capacity of, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a * Joint Venture / Consortium and hereby authorise * Mr / Ms, acting in the capacity of lead partner, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all partners to the * Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

Note:

* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

D Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1. Signature:
2. Date:

E. Certificate for Close Corporation

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

.....,

hereby authorize * Mr / Mrs, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
--

This is to certify that

..... (Tenderer)

of

.....

..... (address)

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

..... (location) on

..... (date), starting at (time).

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

Particulars of person(s) attending the meeting on behalf of **the tenderer**:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the **Employer's Representative**, namely:

Name Signature

Capacity Date & Time

1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state, or has been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

YES / NO (INDICATE)

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

YES / NO (INDICATE)

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1E: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

SECTION 1: NAME OF ENTERPRISE:

SECTION 2: VAT REGISTRATION NUMBER, IF ANY

SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:

SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity Number*	Personal Income Tax Number*

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number

Close corporation number

Tax reference number

SECTION 6: RECORD OF SERVICE OF THE STATE

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last

Stakeholder			12 months

*Insert separate page if necessary

SECTION 7: RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

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

- (i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- (ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Enterprise name

1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully 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, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied) The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)	Yes	No
	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
	If so, furnish particulars:		

ITEM	QUESTION	RESPONSE	
4.4	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars:		
4.5	Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?	Yes	No
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

**1G: FORM MDB 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2023**

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, 2023

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

SPECIFIC GOALS

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	10 Points= Located within the boundaries of the Kouga Local Municipality 6 Points- Located within the boundaries of Sarah Baartman District Municipality 4 Points- Located within the boundaries of the Eastern Cape 1 Point- Outside of the boundaries of the Eastern Cape

- 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

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 authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/

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

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

6.

1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE <i>(Organs of State include any Local, Provincial or National Government Authority)</i>

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, Contact Person and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE

(Organs of State include any Local, Provincial or National Government Authority)

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 5 MILLION

1. Is the tenderer is required by law to prepare audited annual financial statements? YES / NO

2. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? YES / NO

4. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

6. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

If so, state particulars:

.....

.....

.....

7. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES / NO

If so, state particulars:

.....

.....

.....

8. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES / NO

If so, state particulars:

.....

.....

.....

9. Is any portion of the goods or services expected to be sourced out from outside the Republic?

YES / NO

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

.....

.....

.....

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by:

.....
(Name of Municipality / Municipal Entity)

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

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

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

*** 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.

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

Signed

Date

Name

Position

Tenderer

1L: PROPOSED AMENDMENTS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in **a covering letter to his tender and reference such letter in this schedule.**

The Tenderer's attention is drawn to Clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

Tenderers must attach to this page, proof of registration and good standing with the Bargaining Council. (In the case of Joint Ventures, proof must be provided for each partner).

Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD www.csd.gov.za for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

1P :	DETAILS OF EXPERIENCE AND QUALIFICATIONS FOR CONTRACTS MANAGER, CONSTRUCTION MANAGER (SITE AGENT), GENERAL FOREMAN AND OH&S AGENT
-------------	--

Tenderers shall set out in the Schedules hereunder details of the Experience and Qualifications for the Contract Manager, the Construction Manager (Site Agent), General Foreman and the OHS Safety Officer Experience in work of a similar nature to that for which their Tender is submitted.

The tenderer is reminded that the information provided with this Schedule shall be used in terms of Clauses F.2.1.4.3 in Part T.1.2 Tender Data to confirm the tendering entity's eligibility to tender, and the responsiveness of the Tender submitted. The tenderer is therefore required to supply detailed information relating to previous projects, and projects to date, to clearly illustrate that the tendering entity meets key staff experience requirements stipulated in Clause F.2.1.4.3.

Note: Only the information provided on this Schedule, or attached hereto, will be considered. Failure to complete this Schedule may result in the tender being non-responsive.

RETURNABLE SCHEDULE P-1 CONTRACTS MANAGER	NAME & SURNAME : YEARS ACCRUED RELEVANT EXPERIENCE : QUALIFICATIONS :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

RETURNABLE SCHEDULE P-2 CONSTRUCTION MANAGER (SITE AGENT)	NAME & SURNAME :				
	YEARS ACCRUED RELEVANT EXPERIENCE :				
	QUALIFICATIONS :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

RETURNABLE SCHEDULE P-3 GENERAL FOREMAN	NAME & SURNAME : YEARS ACCRUED RELEVANT EXPERIENCE : QUALIFICATIONS :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

RETURNABLE SCHEDULE P-4 OHS SAFETY OFFICER	NAME & SURNAME : YEARS ACCRUED EXPERIENCE AS OHS SAFETY OFFICER : QUALIFICATIONS : SACPMP REGISTRATION NO :				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)

NOTE : Attached CV and Proof of Qualifications as per Tender's Obligations clause C2.1.4.3, in order to score ANY Functionality Points.

Also add this person to the Company's Organogram structure.

2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

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

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE
--

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality
33 Da Gama Road
Jeffreys Bay.

Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.

2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.

3A: RECORD OF ADDENDA TO TENDER DOCUMENTS
--

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

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

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3B: PERSONNEL SCHEDULE

The tenderer shall insert the number of personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NON-LOCAL (Key Personnel) (Permanently employed by Contractor)	LOCAL			
		Women	Men	Youth	SMME
Contract Manager**					
Site Agent**					
Quantity Surveyor					
Surveyors					
General Foreman					
Foremen					
Operators					
Bricklayers					
Carpenters					
Mechanics					
Electricians					
Watchmen					
Gang Bosses					
Pipe Layers					
Labourers					
* Other					
Total					

* To be filled in / completed by tenderer.

The CV's of the Contracts Manager and Site Agent must be attached, in which they highlight their previous experience. The Company Profile of the proposed Sub Contractor is also to be submitted.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of Regulation 4(3) of the Construction Regulations (2014), hereinafter referred to as the Regulations, promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire / procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

Yes	
No	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify: 	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)	
Yes	
No	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:
(Name in Print):

2. ID NO:
(Name in Print):

3D: SCHEDULE OF CONSTRUCTION EQUIPMENT

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

- (a) Details of major equipment that is owned by and immediately available for use on this Contract should my / our tender be accepted.

Quantity	Description, Size, Capacity, etc.

- (b) Details of major equipment that will be **hired in**, or acquired, for use on the Contract should my / our tender be accepted.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3E: SCHEDULE OF PROPOSED SUBCONTRACTORS
--

We notify you that it is our intention to employ the following Subcontractors to work on this Contract.

If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Health and Safety Agreement
- C1.5 Disclosure Statement
- C1.6 Adjudication Board Member Agreement

C1.1: FORM OF OFFER AND ACCEPTANCE

(Agreement)

1. OFFER

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

DEMOLITION OF BUILDING AND REMOVAL OF BUILDING MATERIAL: ERF 3291 HUMANSDORP

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

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

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

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

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

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

For the **Tenderer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature
.....
Name

Date:

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto 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 Deviation (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 the 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 (5) 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.

For the **Employer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

3. 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, become the subject of agreements reached during the process, of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance, either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:
Details:
2. Subject:
Details:
3. Subject:
Details:
4. Subject:
Details:
5. Subject:
Details:
6. Subject:
Details:
7. Subject:
Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

.....

Signature

.....

Name

.....

Capacity

Name and Address of Organisation

.....

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.....

Witness Signature

.....

Witness Name

.....

Date

For the Employer:

.....

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.....

Name and Address of Organisation

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4. CONFIRMATION OR RECEIPT

The Tenderer, (now Contractor), identified on the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)

of (month)

20 (year)

at (place)

For the **Contractor**:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this Contract and are obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained on the tenderer's own cost from the SAICE.
(Tel: 011 – 055 947).

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause	Description / Wording
1.1.1.13	The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 4 months , calculated from the Commencement Date.
1.1.1.15	The Employer is the Kouga Local Municipality.
1.1.1.16	The Employer's Agent is represented by an employee duly authorised thereto in writing.
1.1.1.26	The Pricing Strategy is: Re-measurable Contract
1.2.1.2	The Employer's address for receipt of communications is: 33 Da Gama Road Jeffreys Bay Postal Address: P O Box 21 Jeffrey Bay 6330 Telephone: 042 200 2200 Email: infrastructuretenders@kouga.gov.za
3.2.3	The Contractor shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: 1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Sum"; 2. Existing Clauses: 3.3.1 - Nomination of person as Employer's Agent's Representative. 5.7.2 - Work at night as well as by day 5.8 – Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion.

Clause	Description / Wording
	5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 – Variation Orders which may exceed R 20 000 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.
3.2.4	The Employer's Agent has been appointed as Agent on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to the employers agent for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
4.3.1	<u>Add the following</u> to the clause: "For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Employers Agenting Sector published from time to time. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers." "The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan."
4.3	Add the following at the end of Clause 4.3: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.

Clause	Description / Wording
	(iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (iv) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. 4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(b) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after the Commencement Date and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."
5.3.1	The documentation required before the commencement of the Works is: (i) Health and Safety Plan (Refer Clause 4.3) The Contractor shall deliver his health and safety plan, complete with Risk Assessment, in terms of Regulation 5(1) of the Construction Regulations (2014). (ii) Initial Programme (Refer Clause 5.6) The Contractor shall deliver his Initial Programme of carrying out the Works. (iii) Security (Refer Clause 6.2) The Contractor shall submit a Performance Guarantee from an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to ten per cent (10%) of the Contract Sum. The wording of the Guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data. (iv) Insurance (Refer Clause 8.6) The Contractor shall submit a "Letter of Confirmation" from the approved Insurance Company certifying that: a) that the applicable Contractor complies in full with all the requirements and stipulations of Clause 8.6 of the Conditions of Contract, as amended in the Contract Data and, b) the Insurance Company will immediately notify the Employers Agent of any changes or amendments to the policy / policies and, c) the Insurance Company will immediately notify the Employers Agent of any non-payment or default

Clause	Description / Wording
	relating to the premiums and or policy / policies and, d) the Insurance Company will immediately notify the Employers Agent should any of the applicable insurances expire or be cancelled before the issue of the "Certificate of Completion" or the "Final Approval Certificate", as the case may be."
5.3.2	The documentation shall be submitted within 14 days from the Commencement Date.
5.3.3	Add the following to Clause 5.3.3 after the last sentence: "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."
5.4.1	Between the wording "... Site," and "the location" In the third line, add the following: "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"
5.4.2	Access to and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information.
5.6.1	The Contractor shall deliver his Works programme within fourteen (14) days after the Commencement Date.
5.8.1	Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Non-working days are Saturdays and Sundays. Special non-working days are all applicable gazetted public holidays, election day of the local government elections and national elections (when applicable) and the year-end break. For the purposes of this Contract the year-end break shall be as declared by SAFCEC. The work done by the contractor should be done at hours of the day so as not to influence the normal operation of the existing infrastructure in any manner.
5.8.3	Add the following new Clause: "5.8.3 The additional cost of supervision and monitoring by the Employers Agent or his representatives, outside non-working times, in accordance with Clause 5.8.1 shall be for the Contractor's account."
5.12.2.2	Add the following to Clause 5.12.2.2: The time period specified as the time for completion includes allowances for delays and days on which it is expected that work, on the critical path items of the Works, would be prevented due to normal weather conditions such as wind, rainfall or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are actual and consequential delays shall be as follows: • 3 working days per month for the months of May to October • 2 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within

Clause	Description / Wording
	five calendar days of the resumption of work. The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole. The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.
5.12.2.4	In the event of any disruption which is entirely beyond the Contractor's control, the only compensation will be under the rates tendered for under items 1.2.8 through to 1.2.11.
5.12.3	Delete the entire subclause 5.12.3.
5.12.5	Add the following to Clause 5.12 5.12.5 Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.
5.13.1	The penalty for failing to complete the Works is R 5 000 per day.
5.14.1	The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
5.14.2	Issue of Certificate of Practical Completion. Replace "the Employer's Agent" in the second line with the following: ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"
5.14.4	Add the following to Clause 5.14.4: "The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of the Certificate of Practical Completion. Should the Contractor fail to complete all the work so listed within the stated period of 21 days, the date of issue of the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such work."
5.14.5.5	Delete the contents of Clause 5.14.5.5 and replace with: "Insurance of the Works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data".
5.16.3	The latent defect period is 10 years.
6.2.1	Replace the wording "as selected" in Clause 6.2.1 with "as stated". The security to be provided by the Contractor shall be: • a Performance Guarantee of ten per cent (10%) of the Contract Sum, plus

Clause	Description / Wording
	Retention Money amounting to five per cent (5%) of the Contract Price. Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. The Performance Guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Performance Guarantee. A Retention Money Guarantee is permitted. The wording of the Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data The time to deliver the Performance Guarantee is within fourteen (14) days after the Commencement Date.
6.2.2	Replace the entire contents of Clause 6.2.2 with the following: "If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."
6.2.3	Replace the entire contents of Clause 6.2.3 with the following: "The Contractor shall ensure that the Performance Guarantee remains valid and enforceable until the issue of the Certificate of Completion."
6.5.1.2.3	The percentage allowance shall be seven percent (7%).
6.8.2	Contract Price adjustment will not be applicable to this contract.
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1	In subclause 6.10.1 delete "monthly".
6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
6.10.3	Replace the entire contents of Clause 6.10.3 with the following: "Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data." The percentage retention shall be ten per cent (10%) and the "Limit of retention money" shall be five per cent (5%) of the Contract Price, excluding Value Added Tax.
6.10.4	Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".
6.10.6.2	Replace the contents of Clause 6.10.6.2 with the following: "No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract."
6.11.1	Delete this clause.
7.8	The Defects Liability Period shall be twelve (12) months, measured from the date of Certificate of Completion.

Clause	Description / Wording
7.2.1	Add the following at the end of Clause 7.2.1: "Unless otherwise directed in writing by the Employers Agent, all materials for the Permanent Works shall be new and unused."
7.8.2.2	In sub-subclause 7.8.2.2 add the following: ", subject to such work being done on a written instruction by the Employer's Agent."
8.6 8.6.1	<u>Delete Clause 8.6. and replace with the following:</u> Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Contractor shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site ⇒ Contract Works Insurance (including SASRIA Insurance) and ⇒ Public Liability (Third Party) Insurance both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract. The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover: <u>Section 1 – The Contract Works</u> (a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein. “Temporary Works” shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which (i) do not comprise mobile plant, (ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or (iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price. (b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above. <u>Section 2 – Contract Liability</u> Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract. THE SUMS INSURED/LIMIT OF LIABILITY Section 1 – CONTRACT WORKS (a) Property insured under Section 1(a) The Contract Works

Clause	Description / Wording																												
	The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers' agreement to amend these limits is obtained in writing. (b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every loss SECTION 2 - CONTRACT LIABILITY Limit of Indemnity R10 000 000 (Ten Million Rand) for any one occurrence or series of occurrences arising out of one event. EXCLUDED CONTRACTS The following Contracts are specifically excluded from the "blanket" cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms & Conditions of such policy with the Contractor in writing. - Any Contract with a Contract Price at award of over R100,000,000 - Any Contract with a construction period at award exceeding 24 months - Any Contract with a Maintenance or Defects Liability Period exceeding 12 months - Any Contract involving - Underground Mine or Colliery Working' - Tunnelling - Foul Berthing - Stevedoring Work "Wet" work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water THE DEDUCTIBLES The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows: (A) <u>STANDARD BUILDING CONTRACTS</u> <table><tr><th rowspan="2"></th><th rowspan="2">Description</th><th colspan="2">Existing</th><th colspan="2">Renewal</th></tr><tr><th>Gross rate</th><th>Excess</th><th>Gross rate</th><th>Excess</th></tr><tr><td>A1</td><td>Contract Value up to R10M</td><td>0.205%</td><td>R 10,000</td><td>0.205%</td><td>R 10,000</td></tr><tr><td>2</td><td>Contract Value above R10M up to R25M</td><td>0.255%</td><td>R15,000</td><td>0.255%</td><td>R15,000</td></tr><tr><td>3</td><td>Contract Value above R25M</td><td>0.255%</td><td>R25,000</td><td>0.255%</td><td>R25,000</td></tr></table>		Description	Existing		Renewal		Gross rate	Excess	Gross rate	Excess	A1	Contract Value up to R10M	0.205%	R 10,000	0.205%	R 10,000	2	Contract Value above R10M up to R25M	0.255%	R15,000	0.255%	R15,000	3	Contract Value above R25M	0.255%	R25,000	0.255%	R25,000
	Description			Existing		Renewal																							
		Gross rate	Excess	Gross rate	Excess																								
A1	Contract Value up to R10M	0.205%	R 10,000	0.205%	R 10,000																								
2	Contract Value above R10M up to R25M	0.255%	R15,000	0.255%	R15,000																								
3	Contract Value above R25M	0.255%	R25,000	0.255%	R25,000																								

Clause	Description / Wording					
	(B) <u>CIVIL & ALL OTHER CONTRACTS</u>					
		Description	Existing		Renewal	
			Gross rate	Excess	Gross rate	Excess
	B1	Contract Value up to R1M Canals/water channels & bridges	0.350%	0.25% of claim minimum R10 000 R35,000	0.350%	R 10,000
	2	Contract Value above R1M up to R5M Canals/water channels & bridges	0.350%	0.25% of claim minimum R20 000 R35,000	0.350%	0.25% of claim minimum R15,000 Minimum R35,000
	3	Contract Value above R5M Canals/water channels & bridges	0.350%	0.25% of claim minimum R50 000 R50,000	0.350%	0.25% of claim minimum R50,000
	(C) <u>LIABILITY RISKS</u>					
Liability limit: R10,000,000						
	Description	Existing		Renewal		
		Gross rate	Excess	Gross rate	Excess	
	All Contracts	0.10%	R25,000 in respect of loss or damage caused by Fire and damage to Underground Services.	0.15%	R25,000 in respect of loss or damage caused by Fire and damage to Underground Services.	

Clause	Description / Wording					
	<table><tr><td></td><td></td><td>R20,000 in respect of all other losses.</td><td></td><td>R10,000 in respect of all other losses.</td></tr></table> (D) SASRIA Rate : 1.00%			R20,000 in respect of all other losses.		R10,000 in respect of all other losses.
		R20,000 in respect of all other losses.		R10,000 in respect of all other losses.		
8.6.2	The Contractor will pay all premiums in connection with the insurance affected by the Contractor.					
8.6.3	In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Contractor, the Contractor or sub-Contractor shall (a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage; (b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent; (c) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer. The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.					
8.6.4	Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Contractor shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract.					
8.6.5	Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.					
8.6.6	The Contractor and/or Sub-Contractor shall provide, as a minimum, the following: (a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident; (c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; (d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million; (e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.					

Clause	Description / Wording
	(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.
8.6.7	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
8.6.8	The Contractor may affect, at his own cost, any insurance additional to that affected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.
8.6.9	The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
8.6.10	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
8.6.11	Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall (a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and (b) Ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable. The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.
9.1.4	Replace the contents of Clause 9.1.4 with the following: “Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer’s Agent, and b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer’s Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer’s Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted. No payment will be made in terms of this Clause after the expiry of the Due Completion Date.

Clause	Description / Wording
10.3.2	Dispute resolution shall be by amicable settlement.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
10.11	Add the following additional clause: “Details to be confidential The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer’s Agent.”

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description / Wording
1.1.1.9	The Contractor is:
1.2.1.2	The Contractor's address for receipt of communications and notices is: Address (Postal): Address (Physical): Telephone Number (Work): Telephone Number (After Hours): Facsimile Number: Electronic Mail Address (E-mail):

C1.3: FORM OF GUARANTEE

PRO FORMA
PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employers 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:

"Expiry Date": This Performance Guarantee shall remain in full force and effect **until the issue of the Certificate of Completion of the Works** in terms of the Contract. (Refer Clause 2 hereunder).

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the date of issue by the Employers Agent of the **Certificate of Completion of the Works** or the date of payment in full of the Guaranteed Sum, whichever occurs first unless the Guarantor is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. The Employers Agent and / or the Employer shall inform the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in term of the Contract and failing such payment within (7) seven calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum 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:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and / or the provisional / final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the **Final Payment Certificate** submit an **expense account** to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear zero percent (0%) interest.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT (1993)

BETWEEN

THE KOUGA LOCAL MUNICIPALITY
(Hereinafter referred to as the "EMPLOYER")

AND

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

Herein represented by in his/her capacity as
....., duly authorised by virtue of a resolution dated
....., attached hereto as Annexure A, of the said
(Herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of:

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

Contract number:

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.

- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs (a) and (b) above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Signature(s) of authorised agents:

.....

Name(s) (in block letters):

.....

Capacity of authorized agents:

.....

for and on behalf of the Contractor:

.....

.....

.....

(Name and address of organization)

Witness:

.....

(Full name in block letters as well as signature)

.....

(Signature)

Date:

for and on behalf of the Employer:

Signature of authorized agent:

Name of authorized agent:

Capacity of authorized agent:

for the **Employer:**

**KOUGA LOCAL MUNICIPALITY
P O Box 21
Jeffreys Bay
6330**

Witness:

.....
(Full name in block letters as well as signature)

.....
(Signature)

Date:

C1.5: DISCLOSURE STATEMENT

**PRO FORMA
DISCLOSURE STATEMENT**

Date:

Contract:
(Name)

Contractor:
(Name)

Employer:
(Name)

Employers Agent:
(Name)

Dear Sirs

I am willing and available to serve as (ad-hoc / standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement in this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employers Agent.
- I do not have any financial connections with the Contractor, Employer or Employers Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employers Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full:

Signature:

C1.6: ADJUDICATION BOARD MEMBER AGREEMENT

PRO FORMA
ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member:

Name:

Physical Address:

Postal Address:

E-mail Address:

Facsimile Number:

Telephone Number:

Mobile Number:

Contractor:

Name:

Physical Address:

Postal Address:

E-mail Address:

Facsimile Number:

Telephone Number:

Mobile Number:

Employer:

Name:

Physical Address:

Postal Address:

E-mail Address:

Facsimile Number:

Telephone Number:

Mobile Number:

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for

..... (Name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition 2015 (GCC), must be referred to **ad-hoc / standing adjudication**.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employers Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 - a. A monthly retainer of (amount) for (number) of months, and/or
 - b. A daily fee of (amount) based on a (number) hour day, and/or
 - c. An hourly fee of (amount), and/or
 - d. A non-recurrent appointment fee of (amount) which shall be accounted for in the final sums payable
8. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the **(Contractor / Employer)** * shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other party by half the amount so that fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at a prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place:

Date:

Employer's signature:

Employer's name:

Place:
Date:

Adjudication Board Member's signature:
Adjudication Board Member's name:
Place:
Date:

*** Delete the inapplicable party**

CONTRACT

PART 2 (OF 4): PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Bill of Quantities**
- C2.3 Summary Page for Bill of Quantities**

C2.1: PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Employers Agenting Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 Standardized Specifications”.
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The reference clauses in a specification in which further information regarding the bill item can be obtained appear under the “Reference Clause” or “Payment Refers” column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of schedule/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Bill to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the Scope of Work.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance is made for waste. The Bill has to be completed in black non-erasable ink and the tenderer is referred to the Conditions of Tender as well as the Tender Data with regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Bill of Quantities are the estimated quantities of the work. The tenderers attention is directed to Clause 6.7 of the Conditions of Contract and the Contractor will be required to determine the actual and final quantities of the Works to be executed and the Contractor shall undertake whatever quantities may be directed by the Employers Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price / rate is entered will be considered to be covered by the other prices or rates in the Bill.

- C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**
- C2.1.1.12 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:
- | | |
|--|----------------------------|
| mm = Millimetre | h = hour |
| m = Metre | kg = kilogram |
| km = kilometre | t = ton (1 000kg) |
| m ² = square metre | No = Number |
| m ² .pass = square metre-pass | Sum = Lump Sum |
| ha = hectare | MN = MegaNewton |
| m ³ = cubic metre | MN.m = MegaNewton-metre |
| m ³ .km = cubic metre-kilometre | PC Sum = Prime Cost Sum |
| ℓ = Litre | Prov Sum = Provisional Sum |
| kℓ = kilolitre | Lab.month = Labourer.Month |
| MPa = Mega Pascal | % = per cent (percentage) |
| Mℓ = Mega litre | kW = kilowatt |
- C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

NOTE: CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2: BILL OF QUANTITIES

Item No	Short Description	Unit	Quantity	Rate	Amount
1	SCHEDULE 1: GENERAL REQUIREMENTS AND CONDITIONS Allow for all costs and expenses in connection with the following items:				
1.1	Providing Performance Security	Sum	1		
1.2	Providing Insurances	Sum	1		
1.3	Detailed design of the Works and Submission of Contractor's Documents	Sum	1		
1.4	Establishment of Contractor's camp, including security and ablution facilities	Sum	1		
1.5	De-establishment of Contractor's camp, including security and ablution facilities	Sum	1		
1.6	Provision of water, electricity and other services	Sum	1		
1.7	Provision of facilities for the Engineer, as described in the Scope of Work	Sum	1		
1.8	General expenses incurred in complying with the requirements of C1.2 Contract Data, not included above	Sum	1		
1.9	Provisional Sum for all exposing of existing services	Prov. Sum	1	R50 000	R50 000.00
1.9.1	Percentage mark-up on Item above	%	R50 000		
	Health and Safety and Environmental Management				
1.10	Compliance with the requirements of the Occupational Health and Safety Act 1993 and Construction Regulations 2014, including appointment of Construction Supervisor and Competent Person (in terms of F4.1 in T1.2 Tender Data - for Health and Safety Plan see separate Item).	Sum	1		
1.11	Provision of and adherence to a Health and Safety Plan (in terms of F4.1 in T1.2 Tender Data).	Sum	1		
1.12	Compliance with the Health and Safety Specification in the Scope of Work	Sum	1		
1.13	Liaison, co-ordination and chairing of meetings in respect of Health and Safety requirements.	Sum	1		
1.14	Quality management plan and quality assurance system	Sum	1		
Total Carried Forward to Summary Page					

Item No	Short Description	Unit	Quantity	Rate	Amount
2	SCHEDULE 2: DEMOLISHING OF CULTURAL CENTRE Allow for all costs and expenses in connection with the following items:				
2.1	Demolish of cultural centre complete, filling and compacting basement (voids) to natural ground level and dispose building material to landfill site in Humansdorp (all inclusive)	Sum	1		
2.2	Handling of traffic for the duration of the contract	Sum	1		
2.3	Handling of existing services for the duration of the contract	Sum	1		
Total Carried Forward to Summary Page					

BILL NO	DESCRIPTION	AMOUNT
SCHEDULE 1	GENERAL REQUIREMENTS AND CONDITIONS	
SCHEDULE 2	DEMOLISHING OF CULTURAL CENTRE	
TOTAL OF TENDER		
PLUS ALLOWANCE FOR VAT @ 15%		
TENDER SUM CARRIED FORWARD TO FORM C1.1: FORM OF OFFER AND ACCEPTANCE		

Signed

Date

Name

Position

Tenderer

CONTRACT

PART 3 (OF 4): SCOPE OF WORK

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.1: DESCRIPTION OF THE WORKS

STATUS

In the event of any discrepancy between the Scope of Work and any part of the SABS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Scope of Work shall take precedence and prevail in the Contract.

C3.1.1 EMPLOYER'S OBJECTIVES

The objective is to demolish, filling the basement and discard building material of the dilapidated building on erf 3291 Humansdorp, for which a demolishing certificate has been obtained from the Kouga Municipality Building Control Department.

C3.1.2 OVERVIEW OF THE WORKS

This Section specifies the labour, materials, equipment, and incidentals required for the demolition and disposal of all structures, building materials, equipment, and accessories to be removed as specified herein.

There may be existing and active storm water, wastewater, water, electricity and other services on site. It is essential that these facilities, when encountered, remain intact and in service during the proposed demolition. Consequently, the Contractor shall be responsible for the protection of these facilities and shall diligently direct all his activities toward maintaining continuous operation of the existing facilities and minimizing operational inconvenience. Setting out of the site, controlling of traffic, use of road construction signs and notifying all parties that will be affected by the works.

C3.1.3 EXTENT OF THE WORKS

The works will take place within the general Humansdorp area.

The Scope of this Contract includes:

- Mechanical and electrical equipment related to complete demolition and removal of the building.
- Complete demolition and removal of all above and below ground structures, concrete slabs and foundations, roof structure, super structure, and all internal services before the municipal connection.
- All material, equipment, rubble, debris, and other products of the demolition shall become the property of the Contractor for his disposal off-site in accordance with all applicable laws and ordinances at the Contractor's expense. The sale salvageable materials by the Contractor shall only be conducted off-site.
- The Contractor shall examine the various drawings, visit the site, determine the extent of the Work, the extent of work affected therein, and all conditions under which he is required to perform the various operations.
- The Contractor shall fill and compact the basement and all voids left by the removal of pipe, structures, etc. with materials described herein to a grade that will provide for positive drainage of the disturbed area to drain run-off in direction consistent with the surrounding area. The Contractor shall provide all fill materials to the site as needed. Compaction of fill shall match the compaction of adjacent undisturbed material.
- A Health and Safety Plan must be submitted for approval prior to commencement on site.
- Contractor to indicate suitable methods how it will control pollution and keep the site safe before commencing on site.

This description of the Works is not necessarily complete. The above list shall not limit the work to be carried out under this Contract.

C3.1.4 LOCATION OF THE WORKS

The area of works is situated in the town of Humansdorp in the Eastern Cape Province. The Contractor must note that no additional payment will be made for the demolition and discarding of building material, except for payment made under the relevant payment items in the BoQ

- Prior to demolition, the Contractor shall obtain written verification from the utility owner(s) that the existing utilities, including storm water, wastewater, and/or water facilities, are not operational and are ready for demolition.
- Kouga Municipality assumes no responsibility for the actual condition of the structures to be demolished or relocated.
- Conditions existing at the time of compulsory site inspection needs to be considered when tender price is submitted.
- The contractor must take steps to prevent the release of asbestos into the environment.

C3.1.5 TEMPORARY WORKS

The Contractor shall be responsible for designing and providing any temporary works required. Such temporary works shall be removed upon completion of the Works and the site of such temporary works re-instated to a pristine condition acceptable to the Environmental requirements.

C3.1.6 EXISTING SERVICES

The Contractor shall ensure that the position of all existing services affected by the works have been verified before construction works commences. The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any portion of the Works and shall exercise the greatest care when working in the vicinity of such services.

Should it be necessary to lower or relocate a service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to inform the engineer accordingly.

C3.1.7 PROVIDING ACCESS TO PRIVATE PROPERTIES, BUILDING AND FACILITIES

Access to properties, buildings and businesses must be provided by the Contractor at all times during the course of the contract. The Contractor shall provide suitable provision for pedestrians and vehicles to maintain such access. Such temporary access shall be in the form of portable bridges, temporary backfill or other approved means and shall always allow for the safe passage of vehicles, pedestrians, and goods. The Contractor shall be responsible for maintaining such crossings and removing the same when they are no longer required.

The full extent of all areas in which plant and personnel are operating shall be at all times be clearly demarked and barricaded to prevent access by members of the public.

C3.1.8 ACCOMMODATION OF TRAFFIC

The Contractor should note that no existing roads or traffic lanes may be closed to traffic without prior written permission of the Engineer and the approval of the KLM and or the Municipal Traffic Engineer's office.

Every effort shall be made by the Contractor to keep disruption of existing traffic and pedestrian movements to the absolute minimum during construction. Where existing roads are used, they shall be protected from damage by construction traffic and repaired where instructed by the Engineer.

The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.

It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority.

Work, including the erection and removal of traffic control facilities, shall be executed between sunrise and sunset on Monday to Saturday, inclusive. Occupation of existing traffic lanes will only be allowed during daylight hours on normal working days, which are defined as Monday to Saturday, inclusive.

The travelling public has the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on public roads.

Failure to maintain road signs, warning signs or flicker lights, and the like, in good condition shall constitute ample

reason for the Engineer to bring the works to a stop until the road signs, etc., have been repaired / reinstated to his satisfaction.

The Contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM).

The Contractor shall submit proposals in connection with all signs and accommodation of traffic to the Engineer for approval.

C3.2: ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX**Works designed by, per design stage:**

Concept, feasibility and overall process	N/A
Basic engineering and detail layout to tender stage	N/A
Final design to approved for construction stage	N/A
Temporary works	Contractor
Preparation of as-built drawings & GIS information	Contractor/Employer's Agent

C3.2.2 DESIGN PROCEDURES

The Contractor shall take all statutory requirements, as well as the Site-Specific Health and Safety Specification and Basic Risk Assessment (refer to particular specification PA) into consideration when designing the Temporary Works.

C3.2.3 DRAWINGS

Not applicable.

C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

Refer to Clause C.2.23.2 of the Tender Data and Form 1G: Form MBD 6: Preference Points Claim form in terms of the Preferential Procurement Regulations 2011 (80/20 version) of the Tender Data.

C3.3.1.2 Resources Standards pertaining to targeted procurement

Tenders will be evaluated in terms of the Employer's Procurement Points system. The criteria for allocation of procurement points are stated in Clauses C.3.11 of the Tender Data.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The Contractor shall note that the Employer is committed to local Emerging Enterprise development and this forms part of this.

The sub-contracting of work is required for all CIDB-related projects in the following ranges:

- a) For any project < R 2.5M the Bidder may sub-contract what might be feasible
- b) R 2.5M >, but < R 5M requires Bidder to sub-contract 5% of the value of the project
- c) R 5M >, but < R 10M requires Bidder to sub-contract 10% of the value of the project
- d) R 10M >, but < R 15M requires Bidder to sub-contract 15% of the value of the project
- e) R 15M >, but < R 20 requires Bidder to sub-contract 20% of the value of the project
- f) R 20M >, but < R 25M requires Bidder to sub-contract 25% of the value of the project
- g) R 30 > requires Bidder to sub-contract 30% of the value of the project to EMEs QSE. The feasible work packages for subcontracting must be identified by the Project Manager or appointed PSP prior to advertisement.

IV. The sub-contracting value will be based on the estimated value of the project either determined by the director or project manager. Where the successful bidder's price falls within any other range, the sub-contracting range included in the Bid Document will be applied.

V. The municipality may include sub-contracting for any other none CIDB related project as may be requested by the Director of the Department to promote local development.

VI. Community Based Suppliers or service providers/ward-based suppliers or service providers must be considered for subcontracting by the main contractor. The first preference for subcontracting must be given to community or ward-based suppliers of that particular ward where the project is taking place. If the required skill or expertise is not available from the ward / area where the project is taking place, the main contractor is permitted to accept service providers or suppliers within the KLM jurisdiction. Those service provider or suppliers would then contract directly with the main contractor.

It is the Employer's intention for the Contractor to enter in a subcontract with a local Emerging Enterprise/s, where twenty five percent (25%) of the work shall be subcontracted in accordance with the subcontracting procedures referred to in this scope of work who are registered with the CIDB with a Contractor Grading Designation of 1-3 in an appropriate class of construction work.

C3.3.2.2 Preferred subcontractors / suppliers

Local Emerging Enterprises registered on the Kouga Local Municipality Database and/or nominated by the municipality.

C3.3.2.3 Subcontracting procedures

All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

Subcontractors shall comply in full to all aspects of the Contract.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Subcontractors shall comply in full, to all aspects of the Contract.

C3.3.2.4 Attendance on subcontractors

The Contractor shall guide, assist, advise and mentor the local EE subcontractor/s and guidance on how to establish and determine rates.

The Contractor shall be responsible for ensuring that the prospective local EE subcontractor/s fully comprehend the:

- Implications of the liabilities and responsibilities inherent in the contract into which the tenderer entered.
- Implications of the tendered rates.
- Scope and extent of the Works.
- Proper procedures for the submission of a tender.
- Procedures and basis on which tenders will be evaluated and awarded.

The Contractor shall closely manage, mentor, supervise, guide and assist the EE in all aspects of management, planning, execution and the completion of work.

The above shall include inter alia, but is not limited to, the following:

- (i) Planning and programming of the Works.
- (ii) The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
- (iii) Labour relations and employment.
- (iv) Monthly measurements, costing and invoicing.
- (v) General safety, occupational health and safety matters.
- (vi) Functions of civil engineering infrastructure, structures, services and systems.
- (vii) Interpreting and understanding the contract.
- (viii) Construction and maintenance methods and procedures.
- (ix) Communication.
- (x) Cash-flow control, submitting invoices and payment certificates.
- (xi) Planning, programming, scheduling, critical path control and acceleration.
- (xii) Maintenance planning.
- (xiii) Material procurement and control.
- (xiv) Risk limitation and management.
- (xv) Quality assurance and procedures.
- (xvi) Compliances with all applicable laws, regulations, statutory provisions and agreements.
- (xvii) General Conditions of Contract and Contract Data.
- (xviii) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
- (xix) Profit and loss.
- (xx) Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant EE and should be so directed as to enable the EE to achieve the successful execution and completion of the respective works.

C3.3.3 SANCTIONS

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

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

Where D = tendered Contractor participation goal percentage.

D₀ = the Contract Participation Goal, which the Employer's Representative based on the credits passed, certifies as being achieved upon completion of the contract.

N_A = Net Amount of the Tender

P = Rand value of penalty payable.

The penalties will be calculated with each certificate, based on the information provided under the monitoring indicated in clause C3.3.4 below.

C3.3.4 MONITORING / REPORTING

The reporting requirements below will be adhered to.

CPG attainment will be monitored on a monthly basis, and for this the Contractor will supply the relevant information at a time set by the Employer's Agent.

C3.3.4.1 The Contractor shall submit all the documentation required in terms of details of his plan to achieve CPG, compliance with the contract and C3.3.4.2 timeously and, together with his programme of activities, a schedule which indicates clearly the expected commencement and completion dates of work and services to be performed by all the targeted enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the Contractor whenever a change in date occurs.

C3.3.4.2 The Contractor shall prepare and attach to his claim for payment, in a form approved by the Employer, the following:

- a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis;
- b) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions;

C3.3.4.3 Should random inspections conducted by the Employer's Agent on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this part, the Contractor shall provide, in addition to the requirements of

C3.3.4.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the Employer's Agent.

C3.3.4.4 The Employer's Agent shall certify the value of the credits counted towards the contract participation goal whenever a claim for payment is issued to the employer and shall notify the Contractor of this amount.

C3.3.4.5 The Contractor shall, upon completion of each individual targeted enterprise's contract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprise, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish reasons to the Employer whenever it is not possible to obtain such counter certification.

C3.3.5 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED EEs

(1) Dispute Avoidance and Resolution Procedures

The Contractor shall at all times

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the EE subcontractor concerned.
- (b) closely monitor all EE subcontracts and issue reasonable warnings when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall give EEs reasonable opportunity to avoid or make good any such contravention.

When taking any disciplinary actions or imposing any penalties provided for in the subcontract, the Contractor shall explain fully that such actions are in accordance with the conditions of subcontract.

Should any dispute arise between the Contractor and an EE, such dispute shall be resolved in accordance with the provisions of the subcontract.

Should an EE subcontractor be terminated, the Contractor shall replace such subcontractor with a local EE subcontractor listed on the KLM database.

(2) Quality of Work and Performance of EE subcontractors

If, in the opinion of the Employer's Agent, an EE Subcontractor fails to comply with any of the criteria listed below, he/she shall issue a written warning to the Contractor stating all the areas of non-compliance.

- (a) Acceptable standard of work as set out in the subcontract specifications.
- (b) Progress in accordance with the time constraints in the subcontract.
- (c) Site safety.

The circumstances that may warrant the issue of a written warning are, however, not limited to those listed above.

A copy of the letter of warning shall be forwarded to the Employer.

C3.3.6 ISSUING OF COMPLETION CERTIFICATE

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the EE a Certificate of Completion co-signed by the Employer's Agent and a senior representative of the Contractor who has been duly authorised to do so.

C3.3.7 MEASUREMENT AND PAYMENT

No direct payment will be made for the cost of dealing with EE's. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract.

C3.4: CONSTRUCTION

C3.4.1 WORKS SPECIFICATION**C3.4.1.1 Applicable SANS standards**

The applicable SABS 1200 Standardised Specifications for Civil Engineering Construction read in conjunction with the SABS 0120 Code of Practice for use with standardised specifications for Civil Engineering Construction and Contract Documents will apply until such time as the SANS standards for civil engineering are finalised.

C3.4.1.2 Other standards

Not applicable.

C3.4.1.3 Applicable national and international standards

For the purpose of this Contract the latest issues of the following Standardized Specifications for Civil Engineering Construction, applicable at the date of the tender advertisement shall apply:

SANS 1200 A	-	General
SANS 1200 C	-	Site Clearance

Notes to tenderer:

1. Should any variation and/or addition conflict with the requirements of the standardized specification, the variation or addition will prevail.
2. The term "project specifications" appearing in any of the SANS1200 standardised specifications must be replaced with the term "scope of work".
3. The General Conditions of Contract applicable to this contract are the "Conditions of Contract for Construction Works (3rd Edition) 2015" published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract form part of the contract.
4. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), and "Pricing Schedule" are synonymous.

The variations and additions to the specifications are listed in C3.4.11.

In addition, the following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also bound in the Scope of Work.

C3.4.1.4 Certification by recognised bodies

Not applicable

C3.4.1.5 Agreement certificates

Not applicable.

C3.4.2 PLANT AND MATERIALS**C3.4.2.1 Plant and materials supplied by the employer**

The Employer will not supply any plant or materials on this contract. The Contractor shall provide all plant and materials.

C3.4.2.2 Materials, samples and shop drawings

Materials or work, which does not conform to the approved samples submitted in terms of Clause 7.4 of the Conditions of Contract, will be rejected. The Employer's Agent reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such test conducted by or on behalf of the Employer's Agent, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Clause 7.1 of the Conditions of Contract, be for the Contractor's account.

C3.4.3 CONSTRUCTION EQUIPMENT

C3.4.3.1 Requirements for equipment

All construction plant and equipment used on this contract shall be in good working order, well maintained, of adequate size and fit for purpose. No plant or equipment that leaks oil, fuel or hydraulic fluids may be used on site.

Any plant or equipment that, in the opinion of the Employer's Agent, is not of adequate size or fit for use shall be removed from the site and replaced with acceptable plant and equipment, all at the Contractor's cost.

C3.4.3.2 Equipment provided by the Employer

The Employer shall not supply any equipment.

C3.4.4 EXISTING SERVICES

The Contractor shall familiarize himself with all existing services and liaise with all relevant authorities for the location and detection of existing services. The Contractor shall also use all necessary means to locate and expose services without damage to such services. The Contractor shall protect any services which are visible or can be reasonably expected to be in certain positions. If the Employer's Agent rules that the Contractor has negligently damaged services, the Contractor shall pay the amount certified by the Employer's Agent to the Employer. The Employer's Agent ruling shall be final.

If the Employer's Agent rules that the damage was not due to the Contractor's negligence, the Employer shall pay for the repair of the services so damaged. The responsibility shall remain with the Contractor to establish the position of existing services prior to commencing any excavation.

C3.4.5 SITE ESTABLISHMENT

C3.4.5.1 Location of site camp and materials storage area

The Contractor shall establish his Site camp and materials storage area at a mutually acceptable location. Written confirmation of the owner's permission to occupy the chosen location shall also be issued to the Employer's Agent if it falls outside the bounds of the site.

The site of the camp must be kept clean and tidy, and on completion of the works the Contractor shall remove all temporary offices, sheds, etc. and shall reinstate the area to the Employer's Agent and/or the owner's satisfaction.

The Employer shall not provide any services to the site during construction.

C3.4.5.2 Water Supply

The Contractor shall make his own arrangements regarding the supply of water.

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld. The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance.

The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations. All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract.

The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever or for the additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no separate or direct payment of any kind whatsoever will be made for any cost incurred to obtain, distribute, consume and use water or for the provision of a water supply point or for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

C3.4.5.3 Power / Electricity Supply

The Contractor shall make his own arrangements with the Electricity Department for a supply of electricity if required and shall pay establishment and consumption costs at the tariffs ruling at the time.

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations. No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

C3.4.5.4 Sanitary facilities

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, all to the satisfaction of the responsible health authorities in the area of the Site as well as the Employer's Agent.

All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site. The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

The Contractor shall further, as a minimum, supply and maintain chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the Contractor's staff be allowed to use any other toilet facilities in and around the Site.

C3.4.5.5 Accommodation of employees

The Contractor shall make his own arrangements for the accommodation of his employees. Where field accommodation is required, the Contractor shall comply fully with the wishes of the various landowners, as in their agreement with the Employer, to the satisfaction of both land owner and Employer.

C3.4.6 SITE USAGE

Access to site shall be limited to the Contractor and his personnel. The Contractor shall be responsible to control unauthorized entry to the site and shall inform the Employer's Agent of any breach of such rules. The site shall be managed and used for its intended purpose. The Contractor is required to keep a visitors log, and ensure full compliance with site safety standards.

C3.4.7 PERMITS AND WAY LEAVES

The Employer's Agent is responsible for obtaining all necessary permits and way leaves from all relevant authorities.

C3.4.8 FACILITIES PROVIDED BY THE CONTRACTOR

C3.4.8.1 Office for the Employer's Agent

A separate office for the Employer's Agent is not required. The Contractor shall provide a table or desk and chair in his own office for use by the Employer's Agent.

Site meetings will be held in the Contractor's office or any other agreed upon venue, which must be big enough and have sufficient seating for this purpose.

C3.4.8.2 Sanitary facilities

No latrines are available and therefore the Contractor shall supply portable chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Under no circumstances will the Contractor's staff be allowed to use private or public toilet facilities.

The Contractor shall provide water and soap for his staff to be able to wash with at each site of the Works. The wastewater shall be disposed of off-site.

C3.4.8.3 Security on site

The Contractor shall make provision for security on site against theft and robbery, as his sole responsibility. The cost for providing adequate security, as and when required, must be borne by the Contractor.

C3.4.9 FEATURES REQUIRING SPECIAL ATTENTION

C3.4.9.1 Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

C3.4.9.2 Access to properties (where relevant)

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.1 of the Conditions of Contract.

Where applicable and if as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the above, the Contractor may, with the prior approval of the Employer's Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

C3.4.9.3 Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Employer's Agent payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal workings days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent payment certificate will be added to the times allowed to the Employer's Agent in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

C3.4.9.4 Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

C3.4.9.5 Workmanship and quality control

The Employer, the Contractor and the Employer's Agent shall operate and maintain their own individual contract administration and quality assurance systems.

The Contractor shall implement his own Quality Assurance plan for executing the works for compliance with the aforementioned standards and specifications.

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing and mix designs carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

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

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, mix designs, measurements and levels to demonstrate the achievement of compliance with the Specifications.

i. Contractor to engage services of an independent laboratory.

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Employer's Agent in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Employer's Agent or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Employer's Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

ii. Additional testing required by the Employer's Agent

In addition to the provisions of subclause C3.4.9.5 (i): Contractor to engage services of an independent laboratory, the Employer's Agent shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.9.5 (i), at such times and at such locations in the Works as the Employer's Agent shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employer's Agent, and copies of the test results shall be promptly submitted to the Employer's Agent.

iii. Costs of testing

(a) Tests in terms of subclause C3.4.9.5 (i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.9.5 (i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the

Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.9.5 (i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Employer's Agent

The costs of any additional tests required by the Employer's Agent in terms of subclause C3.4.9.5 (i) Additional testing required by the Employer's Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.4.9.6 Public Safety

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.4.9.7 Sand and Dust Control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.4.9.8 Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

C3.4.10 EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

A claim for extension of time in respect of delays suffered by the Contractor in consequence of abnormal wet climatic conditions will be considered by the Employer's Agent in terms of Clause 5.12 of the Conditions of Contract and in accordance with provisions set out hereunder.

For the purposes of extension of time, a delay caused by abnormal wet climatic conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the Contractor's working programme as approved in terms of Clause 5.6 of the Conditions of Contract has been brought to a halt.

Unless it is customary to carry out the work, in respect of which a delay was suffered, by rotary shifts or by day and by night, only delays to critical path items experienced as a result of wet climatic conditions during normal working hours (as defined in Clause 5.8 of the Conditions of Contract) will be taken into account for extension of time. This will apply notwithstanding the fact that a delay may have occurred on a portion of the Works on the critical path due to wet climatic conditions, which work was being executed outside the said normal hours with the permission of the Employer's Agent, granted in terms of Clause 5.8 of the Conditions of Contract.

The Contractor shall make due allowance within his programme submitted in terms of Clause 5.6 of the Conditions of Contract, for the total delay to work items on the critical path resulting from normal wet climatic conditions. The specified allowances for this Contract are defined in Clauses 24-26 of the Contract Data.

Extension of time, if granted by the Employer's Agent, will be determined as the aggregate number of normal working hours for which all progress on the item or items on the critical path was brought to a halt as a result of wet climatic conditions, less the number of normal working days specified in Clause 5.12 of the Contract Data.

In determining the revised Due Completion Date of the Contract, the Employer's Agent shall add the equivalent number of normal working days delay determined in accordance with this Clause and all intervening normal non-working days to the prevailing Due Completion Date.

C3.4.11 VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

The following variations and additions to the SABS 1200 Standardized Specifications referred to shall apply to this Contract (full specifications added below):

- PSA - GENERAL
- PSC - SITE CLEARANCE

The prefix "PS" indicates an amendment to SABS 1200. The prefix "PSA" indicates an amendment to SABS 1200 A, "PSDB" to SABS 1200 DB and so on. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

An asterisk (*) placed next to a PS Subclause number denotes the inclusion of an additional Subclause for which no equivalent appears in SABS 1200.

The term "project specifications" appearing in any of the SABS 1200 Standardized specifications must be replaced with the term "Scope of Work".

Further to the above it should be noted that where in a specific Standardized Specification reference is made to a Subclause in another Standardized Specification, any amendment or addition to the Subclause referred to, as provided for in the Specification, shall apply. The aforementioned shall also apply with respect to Clauses referred to in a Particular Specification.

PSA GENERAL

PSA 1 SCOPE

Replace the contents of Clause 1.1, including the notes, with the following:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

In the opening phrase, insert the words: "the definitions given in the Conditions of Contract and" between the words "specification" and "the following".

a) General

Add the following definitions:

"General Conditions and Conditions of Contract. The General Conditions of Contract specified for use with this Contract as amended in the Contract Data.

Specified As specified in the Standardized Specifications, the Drawings or the Scope of Work. "Specifications" shall have the corresponding meaning."

c) Measurement and payment

Replace the definitions for "Fixed charge", "Time-related charge" and "Value-related charge" with the following:

"Fixed charge. A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

Time-related charge. A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

Value-related charge. A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract."

PSA 2.4 ABBREVIATIONS

a) Abbreviations relating to standard documents

Add the following abbreviation:

"CKS: SABS Co-ordinating Specification."

PSA 3 MATERIALS

PSA 3.1 QUALITY

Where applicable, materials shall bear an official standardization mark.

Add the following:

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

"PSA 3.3* ORDERING OF MATERIALS

The quantities set out in the Bill of Quantities have been carefully determined from calculations based on data available at the time of its compilation, but are to be considered as approximate quantities only. Before ordering materials of any kind the Contractor shall be solely responsible for determining, from the Drawings issued or approved by the Employer's Agent for construction purposes, the actual quantities of materials required for the execution of the Works. No liability or responsibility whatsoever shall be attached to the Employer or the Employer's Agent in respect of materials ordered by the Contractor except when ordered in accordance with the Drawings issued or approved by the Employer's Agent for construction purposes."

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT

Replace the contents of Clause 4.1 with the following:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

The Contractor shall at all times and at its own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other Plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

Add the following new paragraph before the existing paragraph in Clause 4.2:

"The Contractor's buildings, sheds and other facilities erected or utilised on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

Delete "and first-aid services" in the second paragraph of Clause 4.2 and add the following:

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 15 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.1 Setting out of the Works

The installed benchmarks shown on the Drawings shall be used by the Contractor for setting out the works.

Add the following paragraph:

"The Contractor shall be required to check and verify, prior to commencement of any construction work, all benchmarks and boundary reference pegs, as shown and detailed on the Drawings. Reference and benchmark pegs disturbed and/or removed during the construction period shall be replaced by a Professional Land Surveyor

and the Contractor shall bear the cost of such replacement. Payment to check and verify the reference and benchmark pegs will be made in terms of PSA 8.8.5."

PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act

Delete from the second sentence "Before the commencement "to" apparently in their correct positions" and replace with the following:

"Immediately on taking over the site, the Contractor, in consultation and liaison with the Employer's Agent, shall search for all pegs and the Contractor shall compile a list of pegs that are apparently in their correct position."

Replace the third sentence of Clause 5.1.2 with the following:

"At completion of the Contract, the Contractor shall expose and mark all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor the replacement of pegs that have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Employer's Agent, a certificate from the Registered Land Surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this Clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of replacement and certification as aforesaid shall be entirely for the Contractor's account, provided always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the Permanent Works ; and
- (b) the Contractor can prove beyond reasonable doubt and to the satisfaction of the Employer's Agent, were disturbed, damaged or destroyed by others beyond its control, and
- (c) were in close proximity to the work and which would unavoidably be removed, subject to the Employer's Agent approval being given to remove such pegs."

PSA 5.2 WATCHING, BARRICADING AND LIGHTING AND TRAFFIC CROSSINGS

Add the following:

"The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993), refer also PSA 5.7, PSA 5.9 and PSA 5.10."

PSA 5.3 PROTECTION OF STRUCTURES

Replace: "Machinery and Occupational Safety Act, 1983, (Act No. 6 of 1983)" with: "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended," and insert the following after "(Act No. 27 of 1956)": "as amended".

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Replace the heading and the contents of Clause 5.4 with the following:

"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Employer's Agent, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work.

Neither the Employer nor the Employer's Agent offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site. No excavation may commence until the position of the service at the crossing point has been marked out and verified by an official of the responsible authority.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Employer's Agent, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the requirements of Clauses 4.4 and 5.1.2.2 of SABS 1200 D (as amended) shall also apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the Site.

All services, the positions of which have been determined as aforesaid at critical points, shall henceforth be designated as "Known Services" and their positions shall be indicated by the Contractor on a separate set of Drawings, a copy of which shall be furnished to the Employer's Agent without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the Site, it shall henceforth be deemed to be a "Known Service" and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the Site shall apply. The Contractor shall notify the Employer's Agent immediately should any such service be encountered or discovered on the Site.

Whilst it is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to:

- (a) Known Services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognisance being taken of such deviations in line and level which may reasonably be anticipated; and
- (b) any other service which ought reasonably to have been a Known Service in accordance with the provisions of this Clause;

as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection; provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

No separate payment will be made to the Contractor in respect of any costs incurred in preparing and submitting to the Employer's Agent, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor's in respect of exposing services at the positions agreed by the Employer's Agent and as described above will be made under the payment items (if any) as may be provided therefore in the respective sections of the Specifications pertaining to the type of work involved.

PSA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Employer's Agent, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall

promptly inform the Employer's Agent, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Employer's Agent, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service.

No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor, unless approved by the Employer's Agent.

The Employer will accept no liability for damages due to a delay in having alterations or repairs effected by the respective service owners. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

PSA 5.7 SAFETY

Replace the contents of subclause 5.7 with the following:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act (Act No 85 of 1993) and associated Regulations as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times; and
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public; and
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times; and
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works; and
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer shall in terms of the Regulations make such inspections on the site, as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Employer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Employer's Agent shall, in accordance with the provisions of Clause 5.11.2 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Employer's Agent in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Employer's Agent to act in terms of Clause 9.2 of the Conditions of Contract and for the Employer to terminate the Contract in accordance with the further provisions of the said Clause 9.2."

"PSA 5.9* MAINTAINING SERVICES IN USE

The Contractor shall take note that he shall not cut off any service in use without the prior approval of the Employer's Agent.

Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Employer's Agent to stop the works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor's cost.

No direct payment will be made for the cost of maintaining services in use. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.10* DEALING WITH AND ACCOMMODATING TRAFFIC

The Contractor shall take note that the existing roads and tracks within and to the Sites, shall remain operational throughout the contract period. To this end the Contractor shall provide and maintain all temporary fences, security, barriers, kerb ramps, signs, markings, flagmen, drums, lighting, personnel and all other incidentals necessary to ensure safe and easy passage of all traffic.

Temporary traffic signs etc. as well as all necessary markings shall be erected and maintained by the Contractor and the number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

No direct payment will be made for the cost of dealing with and accommodating traffic. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract. Further, the provision of PSA 5.2 shall apply."

"PSA 5.11* SITE MEETINGS

The Contractor or its authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Employer's Agent, but in any case whenever reasonably required by the Employer's Agent. Unless otherwise indicated in the Contract or instructed by the Employer's Agent, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, and safety etc., shall be discussed, but not matters concerning the day-to-day running of the Contract.

"PSA 5.12* PROVIDING ACCESS TO ERVEN AND PROPERTIES

Access to erven and properties along the route of trenches and roads shall be provided by the Contractor at all times. To this end suitable crossings shall be constructed where required.

Temporary crossings shall be in the form of portable bridges, temporary backfill or other approved means and shall be capable of permitting the safe passage of all vehicles and pedestrians. The Contractor shall also be responsible for maintaining crossings and for removing same when they are no longer required.

If as a result of restricted road reserve widths and the nature of the Works the construction of bypasses is not feasible, construction shall be carried out under traffic in order to provide access to the properties.

The Contractor may, with the approval of the Employer's Agent, arrange with the occupiers of the affected properties to temporarily close off a portion of a road, footpath entrance, property access road or other access, provided that the Contractor shall give due notice of the intended closure and its probable duration to the occupiers and shall as punctually as possible re-open the route at the prescribed time. Where possible, roads shall be made safe and re-opened to traffic overnight. Any such closure shall be an arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

No direct payment will be made for the cost of providing access. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.14* PROTECTION OF LIVESTOCK

From the time of the occupancy of the Site until the date of the Completion Certificate the Contractor shall take all measures necessary for the protection and control of livestock on the sections of the properties affected by his operations. He shall provide gates in existing fences cut by him for the purpose of access and control, and where necessary, to store materials and plant and the Contractor shall ensure that all gates are kept closed during such time as they are not actually in use by his traffic.

Where the Contractor cannot make alternative arrangements, the Contractor shall erect temporary fencing where necessary to protect livestock exposed to straying through his operations. The fencing shall be maintained in good order during construction operations and on completion of the work it shall be removed from the Site and all surfaces restored to the satisfaction of the property owner.

Payment for the protection of livestock, including the erection of temporary fences and gates where required, shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

Claims by property owners for loss of or injury to livestock due to negligence on the part of the Contractor, shall be settled by the Contractor."

"PSA 5.15* ENVIRONMENTAL MANAGEMENT PLAN, RECORD OF DECISION AND SPECIFICATIONS

The Contractor shall be required to comply with the Environmental Management Plan (EMP), Record of Decision (ROD) and Specifications during the Contract period.

Non-compliance with the specifications, ROD and EMP, in any way whatsoever, will be adequate reason for suspension of the Works.

The Contractor shall at all times be responsible for full compliance with the specifications, ROD and EMP and no extension of time will be considered for delays due to non-compliance with the abovementioned.

No direct payment will be made for the cost of complying with the EMP or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract."

"PSA 5.16* ATTENDANCE ON EE's

The Contractor shall closely manage and supervise all EE's and shall manage, guide and assist each EE in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures, etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the expertise of relevant EE and shall be directed at enabling the EE's to achieve the successful execution and completion of the subcontract.

No direct payment will be made for the cost of attendance on EE's. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract."

PSA 6 TOLERANCES

"PSA 6.4* USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorized' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Employer's Agent, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Employer's Agent may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

PSA 7 TESTING

PSA 7.1 PRINCIPLES

PSA 7.1.2 Standard of Finished Work Not to Specification

Insert the words "or checks by an approved laboratory ..." after the words "Where the Employer's Agent checks ..." in the first line of Clause 7.1.2.

PSA 7.2 APPROVED LABORATORIES

Replace the contents of Clause 7.2 with the following:

"Unless otherwise specified in the relevant specification or elsewhere in the Scope of Work, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Employer's Agent of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) any testing laboratory owned, managed or operated by the Employer or the Employer's Agent;
- (c) any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer's Agent;
- (d) any testing laboratory designated by the Employer's Agent."

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.1 Method of measurement, all sections of the Schedule

Delete the words "and South West Africa".

PSA 8.1.2 Preliminary and General item or section

PSA 8.1.2.1 Contents

Replace the contents of item (c) with the following:

"The 'duration of construction' applicable to a time-related item shall be the tendered contract period for the total works assignment, plus as applicable, the Civil Engineering Industry Holiday (Dec / Jan) and all gazetted public holidays for the Civil Engineering Industry."

PSA 8.1.2.2 Tendered sums

Replace the contents of this Subclause with the following:

"Except only where specific provision is made in the Specifications and/or the Bill of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification; and
- head-office and site overheads and supervision; and
- profit and financing costs; and
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work; and
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Employer's Agent and his staff as specified in the Contract and their removal from the site on completion of the Contract.
- Completion of monthly reporting/monitoring of Emerging Enterprise Subcontract."

PSA 8.2 PAYMENT

PSA 8.2.2 Time-related items

Replace the contents of Clause 8.2.2 with the following:

"Subject to the provisions of sub clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole.

Should the Employer's Agent grant an extension of time for the completion of the total works, the Contractor will be entitled to an increase in the sums tendered for time-related items, which increase shall be in the same proportion to the original tendered sums, as the extension of time is to the duration of construction as defined in PSA 8.1.2.1. The Contractor shall however note that the aforementioned will not apply to extensions of time granted in terms of PSA 8.4.6.

Payment of such increased sums will be taken to be as full compensation for all additional preliminary and general costs, either time-related costs or fixed costs that result from the circumstances pertaining to the extension of time granted."

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a Variation Order:

Sum of Tendered amounts for Time Related Items x $\frac{\text{Extension of Time authorised by Variation Order}}{\text{Tender Contract period}}$

For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December / January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula."

PSA 8.3.1 & Contractual requirements
8.4.1

Add the following:

"The sum tendered shall cover all initial costs incurred in complying with the requirements of the Conditions of Contract and include for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract, if applicable."

PSA 8.3.2.1 Facilities for Employer's Agent

Replace the contents of this Clause with the following:

"(a) One Contract NameboardUnit: Sum

The facilities provided shall comply with the applicable requirements of SABS 1200 AB and PSAB."

PSA 8.3.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

PSA 8.4.1 Contractual requirements.....Unit: Sum

Add the following:

"The sum shall further cover all the time-related establishment costs and be the full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract, where applicable.
- (iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

Payment shall be made monthly in compliance with the method laid down in PSA 8.2.2.

The Contractor will not be paid Time-Related Preliminary and General Charges for any special Non-Working Days, as stipulated in the Conditions of Contract, which shall be deemed to have been allowed for in his rates.

The sum shall also include, where applicable, for the cost of providing and maintaining the special risks insurance stipulated in the Conditions of Contract."

PSA 8.4.2.1 Facilities for Employer's Agent

Replace the contents of this Clause with the following:

"(a) Two Contract NameboardUnit: Sum
(b) Survey labourersUnit: Labourer Month

The facilities provided shall comply with the applicable requirements of SABS 1200 AB and PSAB.

Payment for the provision of survey labourers will be made pro-rata the period the labourers are provided."

PSA 8.4.2.2 Facilities for Contractor

Notwithstanding the detail breakdown of items provided (items a to j), a single sum shall be tendered to cover all these items under the heading of "Facilities for Contractor".

PSA 8.4.2.3 Replace the words "periods stated" in the second line of this Clause with the following:

"duration of construction as defined in PSA 8.1.2.1".

"PSA 8.4.6* Compensation in terms of Subclause 5.12.2.4 and Clause 9.1.4 of the Conditions of Contract for delays incurred:

- | | | |
|-----|--|---------------------------|
| (a) | Plant | Unit: Sum per working day |
| (b) | Labour | Unit: Sum per working day |
| (c) | Supervision | Unit: Sum per working day |
| (d) | Other services, facilities etc. not covered by | |
| | (a), (b) and (c) | Unit: Sum per working day |

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances described in Subclauses 5.12.2.4, 9.1.1 and 9.1.2 of the Conditions of Contract.

For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day 9 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro-rata in proportion to an appropriate factor assessed by the Employer's Agent.

The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment formula as defined in the Conditions of Contract.

This payment item shall only apply to delays which in the opinion of the Employer's Agent are due to the circumstances described in Subclauses 5.12.2.4, 9.1.1 and 9.1.2 of the Conditions of Contract. No Payment will be made for any salary related or other internally caused strikes. The cost of delays incurred for all other circumstances shall be treated as provided for in the Conditions of Contract.

The provision of this Clause shall in no way prejudice the right of either the Employer or the Contractor to determine the Contract in terms of the provisions of Clause 9 of the Conditions of Contract.

The Contractor shall take note that no payment will be considered for any additional cost incurred in protecting his plant and site establishment, as well as for costs incurred in respect of damage to constructional plant and equipment."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE EMPLOYER'S AGENT

Replace the contents of Clause 8.5 with the following:

"PSA 8.5.1 Works Executed by the ContractorUnit: Prov Sum

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Bill of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 of the Conditions of Contract.

PSA 8.5.2 Works Executed and performed by the Selected Subcontractors in Consultation with the Employer

- | | | |
|-----|--|----------------|
| (a) | Work to be executed and performed by the Selected Subcontractor in Consultation with the Employer..... | Unit: Prov Sum |
| (b) | Overheads, charges and profit on item (a) above..... | Unit: % or Sum |

Sub-items (a) and (b) will be provided in the Bill of Quantities for each different Selected Subcontract included in the Contract.

The Contractor shall be reimbursed under sub-item (a), in substitution of the respective Provisional Sums (if any) allowed in the Bill of Quantities, the amounts actually paid or payable by the Contractor to the respective Selected Subcontractors, in accordance with the provisions of Clauses 4.4.3 and 6.6 of the Conditions of Contract.

The Contractor shall be paid under sub-item (b), either:

- (a) where the unit of measurement for sub-item (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer's Agent for payment under the related sub-item (a), all in accordance with the provisions of Clause 6.6.1.2.1 of the Conditions of Contract: or
- (b) where the unit of measurement for sub-item (b) was specified as being a Lump Sum, an amount which is in the same proportion to the amount certified for payment under sub-item (a) and the tendered Lump Sum is to the amount of the Provisional Sum stated under sub-item (a);

provided always that where the Contractor has failed for any reason, to insert a percentage or Sum (as applicable) for sub-item (b) in its tender, or where no provision was made in the Tender Documents for tenderers to make any such entry, the Contractor will, in accordance with the provisions of Sub-clause 6.6.1.2.2, be paid an amount equal to SEVEN AND ONE HALF PERCENT (7½%) of the amount actually certified by the Employer's Agent for payment under sub-item (a).

The percentage or sum (as applicable) paid under sub-item (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor and in fulfilling its obligations under the contract as the principal Contractor."

Replace Clause 8.6 with the following:

"PSA 8.6 PRIME COST ITEMS

PSA 8.6.1 Prime Cost Sums

- (a) Description of Item to which Prime Cost Sum Applies Unit: PC Sum
- (b) Charge Required by Contractor on Sub-item (a) above Unit: %

Sub-items (a) and (b) will be provided in the Bill of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub-item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item (b), the respective percentage, as stated by the Contractor in its Tender, of the amount certified by the Employer's Agent for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Bill of Quantities shall be deemed to in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item (a).

If the Contractor shall have omitted within its Tender to insert a tendered percentage under sub-item (b), or tendered a zero percentage, the Contractor's tendered rate for sub-item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub-item (b)."

Note:

1. Only payments for successful test will be made under the Prime Cost Sum provided in the Bill of Quantities for “additional acceptance control testing by the Employer’s Agent”.
2. The Contractor is responsible for the cost of process control testing. Payment in terms of the above will only be made for acceptance control testing ordered by the Employer’s Agent.

“PSA 8.7 DAYWORK

Add the following:

“To ensure that the plant is achieving a reasonable output of work, the Employer’s Agent personnel will randomly monitor and measure work produced. Poor performance of any item of plant will be noted by the Employer’s Agent and certain reductions in payment may be applied.

Furthermore, should the performance of a machine be poor, or persistently break down, the Employer’s Agent may order that it be replaced, all at the cost of the Contractor.”

PSA 8.8 TEMPORARY WORKS

PSA 8.8.4 Existing services

Replace the heading of paragraph (c) with the following:

“(c) Excavate by hand in soft material to expose existing services Unit: m³

Add the following:

“The rate tendered for (c) shall further cover the cost of backfilling the excavation with excavated material compacted to 90% of modified AASHTO maximum density, loading, transporting and disposing of surplus material as directed, keeping the excavation safe, dealing with water, protecting the exposed services, and any other operation necessary to complete the work.

No distinction will be made between the various types of services to be exposed, or the depths to which excavations are taken.

Excavation in excess of that authorised will not be measured for payment.”

“PSA 8.8.6 Dealing with water Unit: Sum

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with any water anywhere on site as required in terms of Sub clause 5.1.3 of SABS 1200 D and Sub clause 5.1.2 of SABS 1200 DB. No additional payment will be made for “Special water hazards”.

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 Hours a day, 7 days a week, throughout the period during which the facilities are required, and the cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Two equal payments will be made, one with the first and the other with the last payment certificate.

“PSA 8.8.7* Compliance with the occupational health and safety act (Act 85 of 1993) and all relevant and applicable regulations, especially the construction regulations, 2014 as promulgated on 7 February 2014 under section 43 of the occupational health and safety act (Act 85 of 1993), as amended from time to time, for the duration of the contract

(a) Contractor Unit: Sum

(b) Subcontractors (own).....Unit: Sum

The tendered sums shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and the Construction Regulations 2014 at all times, as described in the Scope of Work and Employer's health and safety specification (Refer Particular Specification PB). The successful tenderer shall provide the Employer's Agent with a complete breakdown of this tendered sum, if so required.

The Contractor shall note that all obligations contained in the Act, Regulations and Employers health and safety specification shall be included in this item. No additional claims will be considered; neither will an extension of time be considered for delays due to non-compliance with the Contractor's health and safety plan.

The sums will be paid to the Contractor in equal monthly amounts."

"PSA 8.9* Installation of Benchmarks by Registered Surveyor Unit: No

The number tendered shall include full compensation for the installation of benchmarks to mSL, by a registered surveyor as required by the Employer's Agent, during construction and shall include the protection during construction and marking the benchmark on completion of the Works.

NOTE: The cost to set out the Works in terms of 5.1.1 and PSA 5.1.1 shall be deemed to be covered by the sums tendered for other obligations under Subclauses 8.3.3 and 8.4.5."

"PSA 8.10* Sanctions Unit: Prov Sum

The provisional sum shall cover any sanction or bonus due as specified in subclause C3.3.3. The provisional sum shall be expended in accordance with Clause 6.6 of the Conditions of Contract."

PSC **SITE CLEARANCE**

PSC 3 **MATERIALS**

PSC 3.1 DISPOSAL OF MATERIAL

Add the following:

"Material obtained from clearing and grubbing, including builder's rubble, and other unwanted debris, shall be disposed of at spoil sites obtained by the Contractor.

All transport costs shall be included in the rates tendered for site clearance."

PSC 5 **CONSTRUCTION**

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

Add the following:

"Notwithstanding the above, the Employer's Agent may, where particular areas are scarcely vegetated, order that the clearing and grubbing operation be totally or partially omitted, in which case no payment will be made under this section.

Payment will then only be made for excavation included under the relevant earthworks section."

PSC 5.5 RECLEARING OF VEGETATION

Add the following:

"Except if otherwise agreed, where areas have to be re-cleared on the written instruction of the Employer's Agent, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is advised therefore, not to clear areas at such an early stage that re-clearing may become necessary."

PSC 5.6 CONSERVATION OF TOPSOIL

Add the following:

"Conservation of topsoil, together with grass, roots and chipped mulch shall be applicable. Stockpiling of topsoil will be allowed on Site in specific locations indicated by the Employer's Agent. Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material."

PSC 8 **MEASUREMENT AND PAYMENT**

PSC 8.1 BASIC PRINCIPLES

Add the following:

"The thickness of the layer that will unavoidably be stripped during clearing of vegetation will be taken as 100 mm. This implies that levels used in earthworks quantity calculations will be 100 mm lower than the original levels excluding stripping of topsoil to stockpile where applicable."

Add the following:

"Levels to be used for earthworks quantity calculations will be surveyed once the clearing operation has been completed."

PSC 8.2 **SCHEDULED ITEMS**

PSC 8.2.1 Clear and grub

Replace the first line with the following:

"The area designated by the Employer's Agent to be cleared and grubbed will be measured in square metre to the nearest metre or"

Delete "(except where 8.2.9 is applicable)" in the seventh line of this clause,

Add the following:

"The tendered rate shall also cover the cost of loading, transporting and disposing of vegetation, builder's rubble, and other unwanted debris encountered in road reserves or along service routes at the designated spoil site described in the Scope of Works."

"PSC 8.2.5 Take down and re-erect existing fences.....Unit: m

Add the following to subclause 8.2.5

"The rate shall further cover the cost to reinstate the fences to their original status, as well as for all new material in so doing"

"PSC 8.2.10 Remove topsoil to nominal depth of 150 mm, stockpile and maintain..... Unit: m³

Replace the heading and contents of subclause 8.2.10 with the following:

The rate shall cover the cost of removing the topsoil where ordered, together with such vegetation and small roots as may occur within the specified depth, for loading, transporting to designated area on site, for stockpiling, for maintaining and wetting (dust control) the stockpile for the full duration of the Contract.

Add the following clauses:

"PSC 8.2.11* Final finishing and cleaning up of site.....Unit: Sum

The tendered sum shall include full compensation for the clearing, disposal of material, finishing, tidying and all other work required to finish and clean up the Site of the works and affected areas by removing excess earth, stones, boulders, debris and other waste material, by clearing stormwater inlets and outlets and pipe barrels, by clearing the surfacing of all dirt, mud and foreign material, and by neatly finishing off all junctions, intersections and kerbing.

All material resulting from the finishing operations shall be disposed of to a spoil site furnished by the Contractor.

The tendered rate shall make provision for the reinstatement of existing driveways to their original condition where these have been affected by the works, as these items will not be measured and paid for separately.

PARTICULAR SPECIFICATION: PA

PA HEALTH & SAFETY SPECIFICATIONS

The site-specific H & S Specifications are attached as Appendix A

C3.5: MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS**C3.5.1.1 Applicable SANS standards**

As specified under Clause C3.4

C3.5.1.2 Particular / generic specifications

As specified under Clause C3.4

C3.5.1.3 Planning and Programming

Refer Clause 5.6 of the Conditions of Contract.

If the programme submitted by the Contractor in terms of Clause 5.6 of the Conditions of Contract has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clauses 5.12 of the Conditions of Contract or within a granted extension of time.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Agent to take steps as set out in Clause 9.2 of the Conditions of Contract.

The approval of a programme by the Employer's Agent shall have no contractual significance other than that the Employer's Agent will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Employer's Agent to instruct the Contractor to vary the programme if necessary.

C3.5.1.4 Sequence of the works

To be determined by the Contractor.

C3.5.1.5 Software application for programming

Not applicable.

C3.5.1.6 Methods and Procedures

The Works shall be executed in terms of the various and applicable specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.7 Quality plans and control

Refer the various and applicable specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.8 Environment

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.5.1.9 Accommodation of traffic on public roads occupied by the Contractor

The Contractor shall carry out, erect and maintain such temporary works and provide all temporary road signs, pipes, deviations, warning boards, barricades, signs, lighting and demarcations and the like, as are necessary to maintain and safeguard the normal flow of public and private vehicular and pedestrian traffic.

Work shall be undertaken in accordance with the S.A. Road Traffic Signs Manual and Road Signs Note No. 13, Roadwork (CSRA-CUTA Road Traffic Signs Sub-Committee).

C3.5.1.10 Recording of weather

Refer C3.4.10.

C3.5.1.11 Format of communications

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Communication and Request Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) Daily Register of labour and plant status.
- (f) One full set of Contract Drawings and documents.
- (g) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Employer's Agent at all times.

C3.5.1.12 Key personnel

Key personnel shall be on site at all times to control and supervise construction activities.

C3.5.1.13 Management meetings

The Contractor shall have regular site management meeting to coordinate and manage the Works.

Monthly Contract meeting shall be held on site. This meeting shall be chaired by the Employer's Agent.

C3.5.1.14 Forms for contract administration

The Employer, the Contractor and the Employer's Agent shall operate and maintain their own individual contract administration systems.

C3.5.1.15 Electronic payments

The Contractor must ensure that all interim payment certificates are accompanied by a Tax Invoice, with the Contractor's and the Employer's VAT Registration numbers printed thereon, to ensure timeous payment of the certificate. Contractors must allow 30 days from date of invoice for the payment to be effected.

Contractors wishing to be paid electronically must ensure that their correct banking details are also printed on their Tax Invoice.

C3.5.1.16 Daily records

A complete set of daily records indicating labour and plant on site, weather, work performed and any safety incidents, is to be kept on site and must be available for perusal by the Employer's Agent at all times.

C3.5.1.17 Bonds and guarantees

As specified elsewhere.

C3.5.1.18 Payment certificates

As specified elsewhere.

C3.5.1.19 Permits

Not applicable.

C3.5.1.20 Proof of compliance with the law

As specified elsewhere.

C3.5.1.21 Insurance provided by the employer

As specified elsewhere.

C3.5.1.22 "As built information"

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be surveyed after construction and indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings at no cost, from the Employer's Agent. The Contractor must provide as-built survey information in digital format. In addition, the Contractor shall provide a copy of all quality control test results signed off by the Employer's Agent as part of the as-built information submission.

C3.5.1.23 Testing

Process control

The Contractor shall arrange for all tests required for process control to be done by an accredited laboratory acceptable to and approved by the Employer's Agent.

The Contractor may establish his own laboratory on site, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C3.5.1.24 Management of EME's/QSE's

The monthly fee shall include full compensation for all guidance, mentoring, training, supervision, setting out and monitoring activities that may be deemed necessary to ensure the Works carried out by EME's/QSE's are in accordance with the technical and OHS specifications and within the agreed timeframes.

C3.5.1.25 Provisional Sum for the Variation in Rates

Works packages will be negotiated with the EMEs/QSEs and any variance in the Contractor's agreed rates and the EMEs/QSEs rates, both positive and negative will be set off under a provisional item included in the Preliminary and General section of the Bill of Quantities.

C3.5.2 HEALTH AND SAFETY

The Contractor shall comply with the Employers health and safety specifications as specified in Particular Specification PA.

C3.5.2.1 Health and safety requirements and procedures of the employer

- (a) In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:
 - (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
 - (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
 - (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.
 - (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
 - (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.
 - (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 (Notice No 10113, dated 7 February 2013) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented coherent site specific health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer

or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.4: Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 5(1) of the Construction Regulations 2014).

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.2.2 Protection of the public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

C3.5.2.3 Barricades and lighting

As specified elsewhere.

C3.5.2.4 Traffic control on roads

As specified elsewhere.

C3.5.2.5 Measures against disease and epidemics

As specified elsewhere.

C3.5.2.6 Aids awareness

Not applicable.

THE CONTRACT

PART 4 (OF 4): SITE INFORMATION

- C4.1 Scope**
- C4.2 Nature of ground and sub-soil conditions**
- C4.3 Finishing-off of the Site**

C4.1 **SCOPE**

For the purposes of the Contract, it will be deemed that, prior to submitting his Tender, the Contractor has acquainted himself fully with the information and data provided within the specifications.

The Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

C4.2 **SUB-SOIL CONDITIONS**

No geotechnical investigation was done.

C4.3 **FINISHING-OFF OF THE SITE**

The site shall be finished-off in accordance with the specifications and to the satisfaction of the Employer's Agent.

APPENDIX A

HEALTH & SAFETY SPECIFICATIONS

ISSUED IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 CONSTRUCTION REGULATIONS,
2014

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Definitions

For the purpose of the General construction Health and Safety Specification, the abbreviations or definitions given hereunder shall apply:

“Agent” refers to an occupational health and safety practitioner, appointed by the KLM to act on its behalf, and who is appointed in writing.

“Client” refers to the Kouga Local Municipality

“Competent person” refers to any person having the knowledge, training, experience and qualifications 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” refers to any work in connection with –

the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil employers agenting structure; or

the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” refers to a Contractor of the Principal Contractor, including the Principal Contractor himself

“CR” refers to the Construction Regulations, 2014

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

“Fall arrest equipment” refers to 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 prevention equipment” refers to 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 protection plan” refers to 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. “GCHSS” refers to this document, the General Construction Health & Safety Specification

“H&S” refers to Health and Safety

“HCS” refers to Hazardous Chemical Substances

“Health and Safety Plan” refers to a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

“Health and Safety Specification” refers to 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.

“Hot Work” means any work where there is a fire or explosion risk, including but not limited to all welding, plasma cutting, LPG-or acetylene gas applications, grinding, work with flammable or explosive substances and work with chemicals with the potential of exothermic reactions.

“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” refers to a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in the risk assessment.

“KLM” refers to the Kouga Local Municipality

“OHS Act” refers to the Occupational Health & Safety Act of 1993

“OHSAS 18001” refers to the Occupational Health & Safety Auditing System standard

“Plant” includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

“Principal Contractor” means an employer, as defined in section 1 of the OHS Act who performs construction work and is appointed by the KLM to be in overall control and management of a part of, or the whole of a construction site.

“Regulations” refers to the Regulations issued under the Occupational Health & Safety Act.

“Risk Assessment” refers to the systematic & methodical assessment methodology utilised to identify hazards and risks to persons / plant and equipment and the corresponding listing of risk controls; the risk assessment must form part of the health and safety plan to be applied on a site of works

“S” refers to a Section in the Occupational Health & Safety Act of 1993.

“Site” refers to the factories, lands and other places, made available by the KLM for the purposes of the Contract, on, under, over, in, or through which the construction work is to be executed or carried out.

“Structure” includes:

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;

Any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

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 meters or more.

“Work Instruction” [WI] refers to a portion or the whole of a method statement which is essential to ensure employee competence with the relevant task.

“Standard” refers to the OHSAS 18001 auditing system standards covering OH&S management that is intended to provide the KLM with the elements of an effective OH&S management system that can help the KLM achieve OH&S and economic objectives. This OHSAS standard specifies requirements for an OH&S management system to enable the KLM to develop and implement a policy and objectives which take into account legal requirements and OH&S risks.

The Occupational Health and Safety Assessment Series Standard is a recognizable occupational health and safety management system standard against which management systems can be assessed and certified.

OHSAS 18001 has been developed to be compatible with the ISO 9001:2000 (Quality) and ISO 14001:2004 (Environmental) management systems standards, in order to facilitate the integration of quality, environmental occupational health and safety management systems by organizations.

Introduction to the General Construction Health and Safety Specification

The KLM aims to execute its health and safety duties as mandatory with the aim of ‘zero harm to all’. The KLM is further committed to ensuring that the highest standards of health and safety prevail. For this purpose, the client’s duty of the KLM is bestowed on the Public Health Directorate, whose task it is to execute or manage all the statutory duties of the KLM as mandatory for construction.

This General Construction Health & Safety Specification is published in terms of the Occupational Health & Safety Act of 1993, Construction Regulation 5(1)(b). It applies to the Principal Contractor and to all other contractors and all persons who work on a construction project.

This GCHSS formulates the minimum requirements which must be met by Contractors and documented in the contractors' health and safety plan. The specification is not a limited or exhaustive list of legal and corporate compliance requirements. By its very nature, construction work and its occupational health and safety hazards are dynamic; work methods, site conditions or occupational hazards may change or become apparent after the H&S specification's development. The KLM requires each contractor to document and plan ongoing assessments of risks and review of controls in the H&S plan and file. Chapters included in this specification, which do not apply to a project, must be ignored.

The Principal Contractor must appoint contractors where applicable, for each part of the project and the contractor shall submit his H&S plan for approval to the Principal Contractor before commencement of the construction work. Additionally to the requirements of Construction Regulations, a Principal Contractor shall notify the KLM of every H&S plan which has been approved before commencement of the relevant contractor on the site.

Additional to the legal requirement of the Construction Regulations, each sub-contractor appointed by a contractor of the Principal Contractor, must submit his H&S plan for approval to both the appointing contractor and the Principal Contractor; both the appointing contractor and the Principal Contractor shall approve the H&S plan before commencement of the relevant construction work

The GCHSS does not replace the Construction Regulations, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.

All Contractors are, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, Regulations and the full Construction Regulations in the Health and Safety Plan and the implementation thereof. The controls of the approved H&S plans must be strictly and comprehensively implemented and maintained by all contractors.

This Health & Safety Specification must be included in all tender documents for construction work. It shall be known within the KLM as the General Construction Health & Safety Specification.

It may be supplemented on various projects by a specific Construction Health & Safety Specification which deals with health & safety issues relevant to that specific project only.

Through the Public Health Directorate the KLM may appoint an Agent who shall (inter-alia) be responsible for the approval of all Principal Contractors' H&S Plans, for the auditing of the Principal Contractors' implementation thereof, and for maintaining the document control associated with the GCHSS. The Public Health Directorate shall ensure quality control of all agents appointed and shall ensure that no person is appointed as agent, unless the Public Health Directorate is reasonably satisfied that the person it intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by the statutes.

Limitation of liability

The KLM and its agent shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the GCHSS or any project specific version thereof.

Contractors must ensure that work, equipment, machinery, plant and work practices are, at all times, compliant to the legal requirements as these apply.

Contractors must ensure that where the scope of work is changed or where, for whatever reason, additional or new risks are identified the H&S plan is adapted accordingly. Any change to the H&S plan must be approved by the Public Health Directorate or its agent. No such work, not included in the approved H&S plan, may be commenced unless discussed and finally approved by the Public Health Directorate or its agent.

The KLM and its agent shall limit its responsibility to the application of the Construction Regulations' Client Requirements only.

Any other potential responsibility on the part of the KLM shall be dealt with in a Mandatory Agreement, as defined in Section 37(2) of the OHS Act. The signed contract must be included in the H&S plan.

Each contractor shall enter into a Section 37(2) mandatory agreement with the KLM prior to starting work on the site. It is the responsibility of the Principal Contractor to ensure that each contractor has a completed and signed Section 37(2) mandatory agreement with the KLM in the contractors' health and safety file on site.

Purpose of the General Construction Health and Safety Specification

The purpose of the GCHSS is for the specification to be used as a specific standard on which all Contractors' H&S Planning must be based.

The GCHSS will be applicable on any construction project within the KLM.

Implementation of the General Construction Health and Safety Specification

This GCHSS forms an integral part of the Project Contract, and Principal Contractors are required to make it an integral part of their contracts with subcontractors and suppliers. It will be disseminated by the KLM to persons responsible for the design of structures, who will ensure that it is included in the Tender Document(s) issued to prospective Principal Contractors. The prospective Principal Contractors shall allow in their tenders for the cost of complying with the requirements of the GCHSS. The H&S plan shall outline the budgeted costs for occupational health and safety, applicable to each construction project. The signing by the Principal Contractor of the Contract with the KLM shall constitute acknowledgement that the Principal Contractor has familiarised himself with the content of the GCHSS and that he will comply with all obligations in respect thereof.

Scope

This GCHSS covers the general requirements for addressing, mitigating and controlling Occupational Health and Safety related risks, problems, incidents and injuries on projects constructed or executed for the KLM.

The scope addresses legal compliance, hazard identification, risk assessment, risk control methodology and the promotion of a health and safety culture amongst those working on the KLM projects.

The GCHSS contains clauses that are generally applicable to building, employers agenting and construction and imposes controls associated with activities that impact on human health and safety.

The Principal Contractor is required to comply with the provisions of the OHS Act, all applicable Regulations and this GCHSS.

The KLM, through the Public Health Directorate will monitor the Principal Contractor's compliance with the requirements of the OHS ACT, Regulations and their H&S Plan.

Compensation of Occupational Injuries and Diseases

The Principal Contractor shall submit proof of registration as an employer, and proof of Good Standing with the COIDA Commissioner in the H&S plan and prior to starting the work;

A copy of the Letter of Good Standing with the COIDA Commissioner must be included in the H&S Plan.

Notification of Intention to Commence Construction Work

After receipt of the Letter of Acceptance from the KLM, the Principal Contractor shall notify the Provincial Director of the Department of Labour of a notifiable project before work commences.

The notification shall be similar in format to Annexure 2 in the Construction Regulations, 2014.

A copy of the notification letter to the Provincial Director and proof of notification must form part of the H&S Plan.

Competency

The H&S plan shall include signed letters of appointment of competent persons.
The competency of each person shall be documented in an attachment to the letter of appointment.
Such attachment shall contain verifiable evidence of the competent persons':

Knowledge; and
Training; and
Experience; and
Qualifications specific to the work or task for which the appointee is competent.

The Principal Contractor shall include a competency matrix linking the competent employees, as per the organisational chart, to the competency required as a result of the risk assessment. The competency matrix forms part of the methodology for assessing the Principal Contractors' overall competence as required in the Construction Regulations.

Construction Safety Officer

The Principal Contractor shall appoint a fulltime competent person to function as Construction H&S Officer for the construction work at the KLM.
Proof of competence of the appointed construction safety officer must be included in the H&S Plan for approval by the KLM
The planned functions, including the applicable attendance, inspection- and audit procedure and forms applicable to the work of the Construction Safety Officer must be outlined in the H&S Plan.

Principal Contractor's Health & Safety Plan

The Principal Contractor shall submit an H&S Plan to the Public Health Directorate, in accordance with the legal requirements and the GCHSS, prior to work starting.
This plan must be presented to and approved by the Public Health Directorate or its agent prior to the site being handed over to the Principal Contractor.
The content of the H&S Plan shall follow a specific order as per Annexure A and include the following:

A cover page indicating:

The contract reference;
The name and address of the Principal Contractor and its CEO;
The name and signature of the designated person in terms of section 16(2) and of the Construction Supervisor;
A space for the client and Agent to sign for approval;

An index of the H&S Plan

The Principal Contractors' Occupational Health and Safety Policy, if any;
A detailed overview of the scope and activities of the project; such overview must identify all activities of the project in a chronological manner, following the planned progress of the project; the scope must include all work done by sub- contractors.
An overview of the machinery and plant used in the project;
An organisational chart of the competent staff deployed in the project, which identifies legal appointments and responsibilities (see Annexure C); the chart must refer to the proof of competence of each person.

A hazard identification and risk assessment based on the scope of work as indicated in item 11.3.4. and the machinery identified in item 11.3.5 herein;

An overview of the management controls, with reference to the hazard identification and risk assessment, to ensure compliance with legislation and the relevant sections of the GCHSS; these controls shall be documented in method statements addressing employers agenting- and administrative risk control.

All relevant documents, appointment letters, programmes, instructions, inspection register templates, etc. to support each section of the H&S Plan. Where practical, such documents may be inserted in the H&S file; the H&S file, together with the H&S plan may be submitted for approval by the Public Health Directorate.

The Public Health Directorate shall assess and discuss, where applicable, the contents of the H&S plan with the Principal Contractor. The assessment systematically verifies compliance of the H&S plan with the statutory requirements and with the requirements in the H&S specification. The assessment is done in accordance with the KLM H&S procedure for the assessment of construction H&S plans

Hazard Identification and Risk Assessment

Interfacing with the Public Health Directorate's H&S structures, a pre-construction baseline risk assessment shall be conducted by the KLM project management team at the pre- construction work / project stage, prior to releasing any tender documentation. The Principal Contractor shall appoint a competent person to perform a baseline and issue-based hazard identification and risk assessment. The competent persons' proof of training as a risk assessor shall be attached to the letter of appointment.

The baseline assessment shall be included in the H&S Plan.

Risk assessments of all risk-bearing activities identified in the scope of work shall form an integral part of the H&S Plan.

The risk assessment must be based on the scope of work, the materials required and the machinery used.

The risk assessment must refer to all controls which the Contractor plans to put in place [CR 9].

All risk assessments shall be conducted in terms of an acceptable and documented methodology, prior to commencement of work and in accordance with the provisions of the CR.

The methodology shall ensure that:

For each hazardous event, hazards must be identified separately and the risk assessment and identification of controls must be documented separately.

Risk scoring must, at least, identify a residual risk.

Risk controls are referenced to the planning in the H&S plan.

A risk register, listing the residual risks from highest to lowest must be included in the baseline risk assessment.

Health & Safety File

The Principal Contractor shall provide and maintain a H&S File, containing all relevant documents as prescribed in the OHS Act and Regulations and all records referred to in the H&S Plan.

The H&S file, in its original start-up format, shall be presented to the Public Health Directorate together with the H&S plan during the discussions for final approval.

The H&S File shall be kept on the construction site and available for inspection by the KLM, its Agent, or the Department of Labour's Inspectors.

The H&S File shall include an index as per Annexure B.

The H&S File becomes the property of the KLM after completion of the project.

Induction

The Principal Contractor shall develop a job- or project-specific induction training programme in health and safety, based on the risk assessment, to ensure that all employees on site are conversant with:

The risks of the construction project

The controls documented in the H&S Plan

The role they are expected to play in ensuring health and safety on the construction site.

The Principal Contractor shall ensure that all employees are competent in the induction training before commencing duties on site.

The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S Plan.

When working in or close to production areas or areas where the KLM employees, visitors or stakeholders are working, each employee of a contractor accessing the site, including management, shall complete the KLM induction; Each contractor shall ensure that none of his employees accesses the KLM site/s unless having been inducted by the KLM.

Health and Safety Training and Ongoing Risk Competency

The Principal Contractor shall ensure that daily pre-task health and safety instructions are given to all employees.

The methods for ensuring that daily pre-task instructions or start-up talks or toolbox talks occur, including the method of documenting the contents and attendance, shall be described in the H&S Plan.

Competency of employees and ongoing training in H&S matters shall be documented by including a training matrix indicating; occupation, employee name & surname, subject matter, date of training, reference number and employees' competency in safe working processes:

Each applicable safe work instruction must be included in the H&S Plan;

The method of training and ensuring competence must be included in the H&S Plan.

Inspection, Monitoring and Reporting

The Principal Contractor shall carry out daily safety inspections on the site (or more frequent, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware.

The H&S plan shall contain an inspection schedule addressing all identified risks; the schedule and contents of the inspection shall be relative to the residual risks.

The Construction Supervisor and Safety Officer shall perform regular inspections and document these in the H&S File.

The relevant inspection templates and the frequency of inspections shall be included in the H&S Plan.

The H&S Plan shall contain a list and template of all statutory inspection registers which shall be kept on site:

The templates must correlate with the machinery and equipment listed on site;

The inspector responsible for the inspection and maintenance of the register must be appointed in writing, and competency must be documented.

Incident Management [Incidents, Accidents and Emergencies]

All near misses, incidents and accidents must be recorded, investigated and managed in accordance with the statutory provisions.

Each H&S incident and accident must be recorded in a register kept in the H&S file; a template of the register shall be included in the H&S Plan.

Every incident in which an employee sustains any form of injury shall be reported to the Public Health Directorate or its Agent within the working shift in which the incident occurs. Section 24 of the OHS Act incidents shall be reported in the prescribed manner to the Department of Labour, to the COIDA Compensation Commissioner in the prescribed manner [Annexure 1 & WCL2] and to the KLM Public Health Directorate or its Agent

A record of all incidents and investigations shall be kept in the health and safety file.

A record / register [matrix] shall be kept to indicate the categories of injuries [first aid / IOD non-disabling, IOD Disabling and dangerous occurrences] sustained by employees, visitors and sub-contractors to date.

Each contractor shall ensure that a proper incident reporting and investigation management procedure is documented and a site emergency procedure is formulated, documented, implemented (drills) and is available on site, outlined in detail, and included in the H&S Plan. The emergency arrangements shall be displayed on site and shall include:

A comprehensive emergency and evacuation plan;

An site specific emergency evacuation top down plan/flow chart;

An updated list of emergency telephone numbers.

Audits and inspections

The Public Health Directorate shall perform regular inspections and audits of the construction site. Unsafe work will be stopped. All inspections and audits are done in accordance with the KLM H&S procedure for the audit and inspection of construction sites. Records of audits shall be kept in the H&S File together with a record of any non-conformance report/s, investigation and corrective & preventative actions required by the Principal Contractor.

The Principal Contractor's H&S Plan shall document the corrective and preventative action procedure applicable to the project, including the planned method to ensure that non-conformities are managed immediately.

The KLM or its Agent shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.

The Principal Contractor shall conduct regular health & safety audits (at least once a month) to ensure compliance with the OHS Act, its Regulations and the Contractors' H&S Plan. Each contractor on site, whether appointed by the Principal Contractor or by any of his sub-contractors shall be audited by the Principal Contractor. The H&S plan of the Principal Contractor shall include a contractor's auditing procedure, template and schedule.

The Principal Contractor shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.

Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that every employee is issued with, and wears SABS-approved PPE, consisting of all PPE identified in the PPE needs analysis and indicated in the risk assessment.

The Principal Contractor shall document the procedure applicable for to the issue, use and replacement criteria of PPE in the H&S plan.

All the contractors' employees shall wear; full length overalls, and shall wear clearly visible identification with respect to their employer.

All employees performing construction work at the KLM shall wear steel-capped safety boots.

The H&S Plan shall contain an outline of the PPE to be used, the management of such PPE on site, including the issuing of PPE, training in the safe use of PPE, overnight storage, any sanitising of PPE and the disposal of PPE.

Contaminated PPE shall be disposed of in the prescribed manner as referenced in the OHS Act – HCS Regulations and to an approved waste disposal site

Occupational Health and Safety Signage

The Principal Contractor shall erect and maintain quality mandatory, warning, general information, prohibiting and firefighting safety signage.

The signage shall reflect through text & symbolics, all the risks identified in the H&S plan that necessitate the use of PPE as a control factor, including but not be limited to:

A warning on construction activities;

Access restrictions;

The name and telephone number of the responsible person(s);

Emergency telephone number(s);

PPE to be worn at the particular site;

Where falling objects may occur, relevant barricading and warning signs must be erected;

Sub-contractors

Sub-contractors must be given a copy of this general H&S Specification and any additional specification issued by Principal Contractor, the KLM or the Public Health Directorate, and shall comply with these specifications integrally.

The H&S specification applicable to every sub-contractor issued by the Principal Contractor shall be included in the H&S Plan of the Principal Contractor.

The Principal Contractor shall ensure that all sub-contractors on site, including sub-contractors of his sub-contractors plan the construction work in an H&S Plan, approved by the Principal Contractor.

Principal Contractors shall ensure that sub-contractors comply with their H&S Plans, based on all applicable H&S Specifications, the requirements of the OHS Act and all other relevant legislation.

Monthly audits of all sub-contractors must be recorded and filed in the H&S File, for inspection by the KLM or its Agent.

All sub-contractor H&S Plans and Files must strictly follow the Contents and Numbering system as per Annexure A and B.

The H&S Plan must include the Principal Contractor's actions to ensure that all sub-contractors fully comply with the Regulations, including but not limited to:

The H&S Plans of sub-contractors, after approval by the Principal Contractor; where sub contractors' H&S plans are approved later in the project, the letter of approval shall be copied to the Public Health Directorate

A signed agreement in terms of Section 37(2) between the Principal Contractor and every subcontractor and a template of such agreement.

A maintained list of all contractors, the date of approval of their respective H&S plan, their registration number with COIDA, the name and telephone number of the Contractors' Construction Supervisor and the date of the last audit of the sub-contractor by the Principal Contractor.

Public Health and Safety

Appropriate health and safety signage shall be posted; the type of signage planned for must be documented in the H&S Plan.

The Principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such abridged induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks. The template induction and record shall be included in the H&S plan.

No construction work shall be performed, where there is a risk of the activity affecting the KLM employees, the KLM production processes or where there is risk that the KLM employees access the construction site, unless defined through a Specific Construction H&S Specification.

Where the need for public barricading is identified in the risk assessment or in a specific construction H&S Specification, the Principal Contractor shall document a method statement for the erection, maintenance and control of barricades or fences and controlled access points, to prevent the entry of unauthorized persons.

Where the need for traffic deviation is identified in the risk assessment or in a specific construction H&S Specification, the Contractor shall perform an issue based risk assessment and document a method statement compliant to the relevant traffic ordinances and traffic controls standards; the method statement shall include competence of traffic officers, flagmen and operators of traffic control equipment.

Night Work and After-Hour's Work

No night work shall be performed unless authorised by the KLM or its Agent.

Where applicable the risk assessment and method statements in the H&S plan shall include night risks including but not limited to excavations, road obstructions, traffic obstructions or deviation, night security, after hours delivery.

Where applicable the risk assessment and method statements in the H&S plan shall include after hour work and the safe management thereof.

Facilities Management [Facilities for Employees]

The Principal Contractor shall document the construction site's method to ensure the statutory application of employee's rights in terms of employee facilities as defined in the OHS Act, the General Safety Regulations and the Construction Regulation, including:

The provision of facilities for safekeeping and changing;

The method of ensuring that employees requiring to change on site can do so in privacy;

The provision of an eating area;

The provision and maintenance of sufficient toilets and showers / washing / cleaning on site.

Where the construction work includes access to production or utility areas, such access shall be planned and authorised by the KLM or the Public Health Directorate.

Health and Safety Representatives and Committees

The Principal Contractor and all contractors must ensure that for any workplace where more than 20 employees work, the minimum legislative prescribed number of Health and Safety Representatives in a ratio of 1:50 employees be nominated, elected, designated in writing and trained to carry out their prescribed functions.

In areas where twenty (20) or less employees are engaged in an activity, at least one Health and Safety Representative shall be designated in writing and operate as above.

Health and Safety Representatives shall be required to conduct monthly inspections within their area of responsibility; all deviations recorded must immediately be reported to the Construction Supervisor and Construction Safety Officer where applicable and appropriate action must immediately be taken to eliminate the identified health or safety hazard.

The Principal Contractor shall ensure that Health and Safety Committee meetings are held monthly and are chaired by the Construction Supervisor. Meeting agendas and minutes shall be filed in the H&S file.

The H&S plan shall include a Work Instruction (WI) on the management of H&S representatives and committees.

Housekeeping, Stacking, Storage, Drop Zones and Lay-down Areas

DROP ZONE = AN ELEVATED AREA WITHIN THE WORKING ENVIRONMENT WHERE THERE IS A POTENTIAL RISK OF FALLING MATERIALS AND OR OBJECTS THAT MAY CAUSE INJURIES

LAY-DOWN AREA = AN AREA WHERE MATERIALS, EQUIPMENT AND SUNDRY IS STAGED THAT IS REQUIRED FOR PROJECT RELATED PURPOSES

The principal contractor shall appoint a person responsible for general housekeeping, and stacking and storage of materials and equipment on the entire site.

Where the baseline risk assessment identified the risk of falling tools, items, objects and materials, the area shall be barriered or demarcated, appropriate warning signage installed and such hazards included in a method statement & issue based risk assessment prior to or when work activities are performed within such zones. Furthermore, the same stipulation is required for site lay-down areas where equipment, plant, materials, substances and other items are stored

/ staged for the site project works. A method statement & issue based risk assessment must be generated for the safe raising and lowering of materials, equipment and plant to ensure safe management of the lay-down area. A lifting and lowering work instruction shall be included in the H&S Plan.

Stacking and storage areas shall be clearly defined and demarcated on the site with the appropriate symbolic signs.

Offloading of building materials equipment and plant shall occur under the direct supervision of the appointed person responsible for general housekeeping, and stacking and storage.

Where offloading may occur after normal working hours, a method statement and risk assessment for such offloading will be included in the H&S plan.

Waste Management

The principal contractor shall appoint a person responsible for site-wide control & removal of scrap, waste and debris;

No waste, including scrap, debris, hazardous waste, combustible materials and containers shall accumulate on the construction site;

The principal contractor shall document a waste management method statement in the H&S Plan. Such method statement shall include all liquid, gaseous or solid waste produced during the construction process and shall define appropriate legislative – Local & National required waste management & disposal requirements.

Occupational Health

The H&S Plan shall include all medical certificates of fitness for those employees legally requiring such.

Medical certificates must be issued by an occupational medical practitioner after personally performing the medical tests

Medical certificates must be on the doctors' letter head and conform to the applicable statutory requirements.

First Aid Management

Principal Contractors & sub-contractors shall ensure that every site where they are engaged in work activities, has adequately trained first aiders at all times.

Where high risk substances, toxic, corrosive or similar hazardous substances are used, handled, or processed, the Principal Contractor shall ensure that the First Aider is trained in the first aid procedures to treat injuries that may result from such activities.

First aiders shall be identified and shall have immediate access to a comprehensively stocked first aid box.

Such first aid box/s shall be stocked to include all first aid equipment as per the minimum requirements listed under General Safety Regulation 3, and any additional items identified in the risk assessment.

All the above first aid controls, including the letter of appointment, proof of competency, signage, injury-record and stock-control registers shall be documented in the H&S Plan.

Access and traffic management

Where access to the construction site or to the KLM has been identified as a risk, an 'Access and traffic' method statement shall be included in the H&S Plan.

The risk of all traffic arrangements included in the scope of the work shall be assessed and a traffic control method statement included in the H&S plan. Any alteration to this method statement during the course of the project shall be assessed and, where applicable, any amended & reviewed method statement shall be presented to the Public Health Directorate prior to being implemented.

Work within operational areas of the KLM

The Principal Contractor shall ensure that all employees working inside municipal buildings in which business is conducted have been subjected to the required induction.

The Principal Contractor shall discuss and agree with the KLM contract manager and the health and safety officer responsible for that directorate in order to define the procedure and subject matter for induction.

Such health and safety induction shall, as a minimum, include instructions with respect to emergency exits, location of fire equipment, smoking arrangements, mustering points, special hazards in the building and housekeeping arrangements.

Hot Work, Fire Risks, Fire Extinguishers and Fire Fighting Equipment

No open fires are allowed on site.

No smoking is allowed on site, except in designated smoke areas, identified in the H&S Plan.

All combustible and all flammable products must be stored in an adequate storage facility; this process shall be documented in a method statement in the H&S Plan.

Where hot work is performed on a production site, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface will be documented in the H&S Plan.

The Principal Contractor shall provide suitable fire extinguishers, as defined in the H&S controls, which shall be serviced regularly, in accordance with the manufacturer's recommendations.

Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Principal Contractor shall arrange for the training of the relevant personnel, in the use of fire extinguishers. The following are minimum requirements for competency in the use of fire extinguishers:

At least one employee on each construction site;

All employees engaged in hot work;

All store men;

All persons involved in re-fuelling;
All persons handling flammable substances;

The fire extinguisher inspection register, the inspection methodology and the letter of appointment of the competent inspector shall be included in the H&S Plan.

Live Energy Work

Where live energy work (electrical-, chemical-, pneumatic-, hydraulic-, gravity and or kinetic energy) will be done, a competent person shall be appointed.

Where live energy work is planned, the H&S Plan shall include:

Proof of competency and signed letters of appointment of the responsible person;
The 'dangerous work, method statement' and its interface with the KLM and relevant documents;
A Zero Potential, Energy-Purge, Lock Out and Tag Out method statement;
The method statement, shall apply at all times.

Work in Confined Spaces

Confined space work shall not be performed unless defined through a Specific Construction H&S Specification.

Where confined space work is performed, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface shall be documented in the H&S Plan.

A method statement and issue based risk assessment for all confined space work must be presented in the H&S Plan or prior to such work starting.

Elevated Work [Fall Protection and Work on Heights]

The Principal Contractor shall submit the name and proof of competency of the competent person who has been appointed to prepare a fall protection plan, in terms of the CR, together with the signed letter of appointment, in the H&S Plan.

The fall protection plan shall strictly comply with the requirements of the OHS Act. Besides the legal requirements, the plan shall include:

A method statement and risk assessment of all work at heights or work with a risk of falling;
All risk controls and method statement relevant to heights work;
Fall prevention methods applicable to the project;
Fall arrest methods applicable to the project;
Fall recovery method applicable to the project;
Attachment methods and points and the management thereof;
The method to ensure that employees working at heights present is fit for heights-duty

The contractor shall ensure that:

All heights work is planned. Its risks are assessed and all heights work forms part of the daily safe task instructions;
Only trained and competent persons with a valid medical certificate of fitness are permitted to work on heights;
All medical certificates of fitness for heights work are issued by a registered occupational medical practitioner and are included in the H&S Plan;

All elevated areas are reached by means of a ladder, scaffold or man cage; and climbing on machinery, installations or make-shift means of access is not permitted; where work, with a risk of falling, is to be performed from structures other than ladders, scaffolds or a man cage, such work will be documented in a method statement, which must be approved by the Public Health Directorate.

No persons are allowed to work under an area where there is a risk of falling tools or materials;

All openings through which persons can fall are closed off with material which can support the weight of a person; such material shall be permanently fixed over the opening; where such openings are present, clear signs will indicate this at all access points; Where openings cannot be closed, a sturdy barricade of at least 1.5 m high, which adequately prevents persons from falling through the opening (withstands 2kN force), shall be in place at all times.

A copy of the fall protection plan, the signed appointment letter and proof of competency must be included in the H&S Plan.

Where elevated work is performed in production areas or where the elevated work may affect the KLM 's employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface will be documented in the H&S Plan.

No contractor shall access any of the existing KLM properties sheeted roofs unless defined through a Specific Construction H&S Specification.

No work on existing KLM buildings, including windows, roofs, stacks, shall be performed unless defined through a Specific Construction H&S Specification issued by the Public Health Directorate.

Where the use of harnesses is indicated in the fall protection plan, the H&S Plan shall contain the following:

The need for the use of fall prevention-or fall arrest harnesses; [double lanyard type)

The safe application, attachment and maintenance processes for harnesses;

The type of hook to be used and the attachment points applicable to the heights work;

The method of storing the harnesses when not in use;

The method and register for the safety inspection of harnesses.

35.3.13 Where a fall-risk is identified in work requiring access to roofs or free-standing structures with a residual fall risk, a life line will be made available and used at all times; the life line will be designed and erected by a competent person appointed in writing; a life line inspection method and record will be included in the H&S Plan;

Ladders

Ladders shall be compliant with statutory requirements.

Ladders shall only be used for the purpose for which they are designed.

Ladders shall be inspected regularly and the record of the inspection shall be kept in the H&S file.

A-frame ladders shall have a patent spreader bar system.

Ladders shall extend at least 1 metre above any level or opening accessed with the ladder.

No ladders shall be accessed by any person unless held in place by a fixed installation or a buddy.

Excavation Work

The Principal Contractor shall submit the name and proof of competency of the competent person who has been appointed to supervise all excavation work, in terms of the CR.

Should the opinion of a professional employers agent or professional technologist be sought, in terms of the CR, the Principal Contractor shall submit the name and the curriculum vitae of the said professional.

Proof of competency and the appointment letters must form part of the H&S Plan.

The records of the inspections contemplated in the CR shall be maintained in the H&S File; a template of the register shall be included in the H&S Plan.

The Principal Contractor shall make provision in his tender for all shoring, dewatering or drainage of any excavation unless otherwise stipulated in the Contract.

The Principal Contractor shall make sure that:

The excavations are inspected before the shift starts and that a record is kept; the record template shall be included in the H&S Plan.

There are no unguarded excavations, regardless of depth;

Guarding of excavation must be of solid and sturdy material so as to prevent persons from falling into the excavation; barrier tape alone is not sufficient.

No person is allowed to work in or near an excavation which has any instability that is not adequately protected, shored or braced.

No load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to collapse or endanger the safety of any person – spoil to be moved back minimum of 1m.

Safe means of access and exiting is provided at every excavation.

Any open excavation is backfilled at the end of each shift, unless a method statement managing open excavations is included in the H&S plan. Such method statement shall be assessed and approved by the Public Health Directorate

Detailed method statements and risk assessments, including but not limited to depth of excavation, anticipated stability, battering, shoring, bracing, length of excavation, proximity to the public and duration of exposure shall be included in the H&S Plan.

Where excavation work may interface with existing services; surface-, below-ground- or aerial- services, method statements and risk assessments shall include the location-, exposure- and rendering safe of such services; method statements and risk assessments shall also include work above or underneath such services.

Explosives and Blasting

The Principal Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a competent specialist contractor, with proven track record in the type of work to be performed.

The letter of appointment and proof of competency must be included in the H&S Plan.

A method statement and risk assessment encompassing all processes of working with explosives, blasting and potential blasting non conformities shall be included in the H&S Plan.

No use of explosives or blasting shall be planned unless such need and the applicable conditions are defined through a Specific Construction H&S Specification issued by the Public Health Directorate.

Demolition Work

Demolition must be addressed through the method statement and risk assessment process and, both of which must be included in the H&S Plan.

The method statement must include the employers agenting survey, where applicable, and shall be approved in writing by the KLM-appointed designer (employers agent) or another person appointed by the KLM, its agent or the Public Health Directorate.

The H&S Plan must document the name, signed letter of appointment and competency of the competent person who has been appointed to supervise all demolition work.

The Principal Contractor shall ensure that demolition work complies with the CR at all times.

Safe work instructions for employees working on demolition must be documented in the H&S Plan.

No demolition work shall be performed unless defined through a Specific Demolition H&S Specification.

Demolished materials, which are not used on site, must be removed off site within the shortest delay. The staging, removal and disposal activities and procedures must be covered in a Work Instruction (WI) that will include the separation methodology and disposal medium and is to be recorded, ensuring a cradle to grave compliance of all demolished materials. Such activities shall be referenced in the Waste Management Method Statement

Electrical Installations and Machinery

All electrical installations and cables shall be deemed to be “alive” and, where applicable, the Principal Contractor shall take adequate steps to ensure that employees, including the KLM employees and members of the public are prevented from accessing any electrical cables and equipment.

The Principal Contractor shall not allow or permit any of his personnel to work on or manhandle any electrical reticulation equipment (Distribution Boards, transformers, Switchgear etc.), unless explicitly authorised by the KLM or the Public Health Directorate.

Where work is performed on existing structures or where work is performed in production areas or where the work may affect the KLM employees, visitors or stakeholders, the principal contractor shall communicate with the Public Health Directorate and plan all electrical work prior to any work on the KLM electrical reticulations starting.

Such planning shall be documented in a method statement and risk assessment and included in the H&S Plan.

The Principal Contractor shall appoint a competent person to identify and inspect all exposed underground cables, overhead cables and any electrical installations such as transformers or distribution boxes, to ensure that these are not a hazard to employees or to members of the public. The competent person shall inspect all temporary electrical installations and machinery at least once a week and recorded in a register.

The letters of appointment, proof of competency and registers applicable to these inspections shall be included in the H&S Plan.

The principal Contractor shall ensure that all electrical testing equipment to be used on the KLM site has a valid calibration certificate and that a calibration sticker is affixed to the equipment, clearly indicating the calibration date and the next due date.

Any unsafe condition shall be reported immediately to the Public Health Directorate and the Principal Contractor shall take immediate steps to prevent employees or members of the public from gaining access to the dangerous installation and the area surrounding it.

No live electrical work shall be performed unless defined through a Specific Construction H&S Specification.

Where live electrical work is to be performed in a KLM production area or potentially affecting the production areas or where the work may affect the KLM employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate in order to establish work permission.

Where the need arise to de-energise plant & equipment, permission for the de-energisation of energy sources and lock out requirements shall be obtained via the Public Health Directorate or project employers agent in order to establish work permission and permit controls; such interface will be documented in the H&S Plan.

The Principal Contractor shall appoint a competent person to inspect all portable electrical tools, including leads. No electrical extension leads or fixed machinery to be used during the project work, shall be allowed to have any joined leads.

The letter of appointment and template of the inspection register shall be included in the H&S Plan.

The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads.

All portable electrical equipment must be on a register and be inspected monthly by a SHE Representative.

Identify and record all portable electrical equipment in a register.

Ensure that regular checks are carried out according to the requirements of the equipment usage.

The frequency must, depending on circumstances, be determined by a competent person to ensure maximum safety.

The user is responsible that all identified defects of electrical equipment are reported.

Remove faulty portable electric equipment from use.

Determine the frequency of polarity tests and, depending on circumstances, be determined by a competent person to ensure maximum safety

Where temporary installations are installed, including those in the site office or employee facilities, a COC for these installations shall be included in the H&S File.

Where applicable, the contractor shall include a method statement covering dangerous work w.r.t electrical installations and include it in the H&S Plan.

Where applicable, the contractor shall include a zero Potential, Lock Out and Tag-Out method statement and safe work instruction(s) in the H&S Plan.

Form work and Support work

The Principal Contractor shall submit the appointment letter of the competent person(s) appointed to supervise all formwork and support work operations in terms of the CR; the H&S Plan must include the signed letters of appointment and the proof of competency.

The H&S Plan shall include a comprehensive method statement ensuring health and safety controls, of all risks assessed i.r.o the erection and removal of form work and support work and with the concrete casting of the structures.

The Principal Contractor shall ensure that all formwork and support work complies with the requirements of the OHS Act and Regulations. [Method statement and issue based risk assessment shall be generated prior to activities commencing].

Form work designers, supervisors, erectors and inspectors must be formally trained and certified competent.

Support work must be clearly tagged with safety signage and inspected prior to load bearing and daily thereafter.

Inspections of support work must be documented in a register; a template of the register shall be included in the H&S Plan.

All Support structures must be differentiated from scaffolds; where access is required, such access must be means of a ladder only.

Formwork and support work erectors working at heights must attach a fall prevention harness at all times to safe structures, or plant where appropriate; the double lanyards must be fitted with safe and sufficient strength hooks [steel line hook (small) or scaffold line hook (large)], allowing it to be attachment to a point of anchorage. Where such anchorage is not available, anchorage points shall be made available and life lines erected when and where necessary.

The H&S Plan shall include the safe work instruction applicable to all employees working on form work and support work and the method of ensuring competency.

Scaffolding [Accessing and Descending Scaffolding / SUSPENDED SCAFFOLDING]

The Principal Contractor shall submit the appointment letter of the competent person(s) appointed to supervise all scaffolding operations, in terms of the CR; the H&S Plan must include the signed letters of appointment and the proof of competency.

The H&S Plan shall include a comprehensive method statement ensuring health and safety controls of all risks assessed with the erection, work on and removal of scaffolds.

The Principal Contractor shall ensure that all scaffolding complies with the requirements of the OHS Act and Regulations.

Scaffold erectors and inspectors must be formally trained and certified competent; such training must conform to the requirements of SANS 10085-1.

Scaffolds must be clearly tagged with safe access signage; scaffolds must be inspected daily prior to use and weekly by the scaffold inspector.

Inspections by the scaffold inspector must be documented on the scaffold tag and in a register; a template of the tag and of the register shall be included in the H&S Plan. Daily pre-start inspections of all scaffolds must be planned for in the H&S plan.

All scaffolds must only be accessed with a ladder fitted inside the scaffold and extending to at least 90 cm above the working surface.

All scaffold decks must be fitted with safety rails and toe-boards / kick-plates so as to prevent persons working there from falling through or off.

Scaffold erectors must attach a fall prevention harness at all times; the double lanyards must be fitted with scaffold hooks only

The H&S Plan shall include the safe work instruction applicable to all employees working on scaffolds and the method of ensuring competency.

Piling Operations

The Principal Contractor shall ensure that piling, (where required) is undertaken by a competent specialist contractor, or a Contractor with proven record in the type of work to be performed.

Risk assessments, method statements and safe work instructions shall be submitted as part of the H&S Plan.

No piling activities shall be performed unless defined through a Specific Construction H&S Specification.

Construction Plant, [including Rented / Hired Plant]

The Principal Contractor shall ensure that all construction vehicles and mobile and fixed plant, whether owned, rented or hired, complies with the requirements of the OHS Act and Regulations.

The Principal Contractor shall inspect and keep records of inspections of plant and equipment used on site. A template of the daily inspection record for each type of construction vehicle or mobile plant shall be included in the H&S Plan.

A method statement applicable to each type of construction plant, for which H&S risks were identified, shall be included in the H&S Plan, together with the contractor's procedure for ensuring that only employees who are competent in the safe use of the plant are using such plant.

Only competent and authorised / appointed persons with a valid medical certificate of fitness are to operate plant and machinery, under proper supervision. Competency of operators and medical fitness shall be documented individually for each operator accessing the work site.

Appropriate safety equipment and clothing shall be provided for the operators and maintained in good condition at all times.

The risks of access, egress, parking and on-site movement of construction vehicles and mobile plant and the corresponding method statement shall be included in the H&S plan of every project in which such vehicles and plant are used.

Suspended Platforms

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letters of:

The competent person(s) appointed to supervise all suspended platform work operations;

The competent person who performs the performance tests;

The suspended platform erectors, operators and inspectors;

The suspended platform operators, together with their medical certificate of fitness.

The H&S Plan shall include:

A copy of the certificate of system design;

The operational compliance plan;

Proof of submission of the above to the Department of Labour;

The inspection registers of the safety harness;

The inspection registers of the whole installation, including the performance test;

The inspection registers of the hoisting ropes, hooks or other load-attaching devices;

The inspection registers of the daily inspection by the suspended platform Supervisor.

The method statement for safe use of the scaffold, including procedures dealing with emergencies, malfunctioning and the discovery of defects, and the isolation process of the scaffold when not in use.

Material Hoists

With regard to material hoists and towers on construction sites, the Principal Contractor shall ensure he / she or their sub-contractors construct / erect such structures with materials that is technically and operationally of good standard, erected by experienced persons and operated by trained and competent persons.

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the competent person who performs the daily inspections on the material hoists.

The H&S Plan shall include the method statement for safe erection, use, inspection, maintenance and dismantling of the material hoist.

A template of the maintenance inspection register shall be included in the H&S Plan.

Batch Plants

Batch plants shall be operated by trained persons and the Principal Contractor shall ensure that his / her or their sub- contractors batch plant operations are supervised by an appointed competent person.

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the batch plant supervisor.

The H&S Plan shall include the method statement for safe erection and dismantling of the plant, for safe batching, for safe maintenance and repair work to be done and the training material used to ensure operator competency in the H&S controls of the batch plant.

The Principal Contractor shall ensure that the placement of a batch plant is conducted in such a manner as not to present a safety risk to persons and erection to be performed as prescribed by the manufacturer to ensure safe operating conditions

The Principal Contractor shall ensure that appropriate controls and safety interlocking devices are installed on batch plants;

Placed in an easily accessible position; and

Constructed in such a manner as to prevent accidental starting.

The Principal Contractor shall ensure that all dangerous moving parts are adequately guarded and placed beyond the reach of persons by means of doors, covers or other similar preventative measures.

The Principal Contractor shall ensure that no employee, sub-contractor employee or other persons remove or modify any guard or safety device

The H&S plan shall include a method statement and risk assessment of elevated work and fault finding-, maintenance- and repair work to the Batch Plants.

The Principal Contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations 18

The Principal Contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations

A template register of installation, maintenance and repair shall be included in the H&S Plan.

The H&S Plan shall include the method statement for entry and work in the confined spaces of a batch plant, where applicable

Explosive Powered Tools

No explosive powered tool shall be used by The Principal Contractor unless persons making use thereof is provided with and uses suitable protective equipment; and is adequately trained in the operation, maintenance and use of such a tool.

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the person in charge of explosive powered tools and of the person in charge of the issuing and collection of cartridges and nails.

The H&S Plan shall include the Work Instruction (WI) for the safe use of explosive powered tools, including the type of PPE, barricading and warning notice which the contractor intends to use and the method of accounting for cartridges and nails.

The H&S Plan shall include proof of training and competency of all operators using explosive powered tools.

A template inspection register of the explosive powered tools shall be included in the H&S Plan.

A template record for the issuing and collection of cartridges and nails shall be included in the H&S Plan.

Cranes [Mobile]

The H&S Plan shall include the method statement for safe use of the crane, including the method of communication, the protection of fall zones and the method of determining whether the weather permits safe crane work of which shall also be reflected in the risk assessment

In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of competency:

The registered person/s testing and certifying the crane;

The registered person/s testing and certifying the lifting gear;

The crane operator/s, as well as their medical certificate of fitness;

The H&S Plan shall include the method statement and risk assessment for the erection, maintenance, inspections and dismantling of the crane.

The crane's load test certificates shall be included in the H&S Plan.

All lifting gear used with the crane shall be identified and listed in a register contained in the H&S Plan.

A template inspection register of the lifting gear shall be included in the H&S Plan.

Storage and use of flammable liquids

Where work is done on a construction site or where the work may affect KLM employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate before flammable liquids may be brought on site.

The Principal Contractor shall ensure that where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard.

Dangerous work permission shall be obtained where applicable and defined in a specific H&S specification.

Should flammable substance need to be stored on the construction site, a flammable store or cabinet approved by the Municipal Chief Fire Officer must be used, and no flammable liquids shall be stored outside this facility; no other materials shall be stored in the flammable store or cabinet.

The H&S Plan shall include a method statement detailing the safe use, storage, decanting and spill controls for all flammable liquids used or stored on site.

The H&S Plan shall include the appointment and proof of competency of the persons controlling the use, storage, decanting and spill controls of all flammable liquids used or stored on site

Hazardous Chemical Substances

Where hazardous chemical substances are used, the contractor shall ensure that:

All MSDS are included in the H&S Plan.

The safe use, storage, decanting, labelling, transport, emergency procedures and safe disposal of hazardous substances are addressed in a method statements included in the H&S Plan.

Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S Plan.

A hazardous chemical substance intended to be applied on site during the project (i.e. after approval of the H&S Plan) shall be subject to an method statement and issue-based risk assessment, which must be presented to the Public Health Directorate for approval prior to the substance being introduced on site.

Water Environments [Work in Proximity of Water]

The Principal Contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

The hazards and risks identified in the base line risk assessment, the Principal Contractor shall document a method statement and issue based risk assessment for work in the proximity of water, in the H&S Plan.

The method statement shall include preventative safety measures and environmental controls to prevent pollution, as well as corrective measures in case of an accidental spill.

ANNEXURE A

CONTENTS AND NUMBERING SYSTEM FOR THE HEALTH AND SAFETY PLAN

No	Content			Approved	
				Yes	No
1	Index to H&S Plan / File				
2	Scope of Work				
3	Notification to Commence Construction Work		Current		
4	H&S Agreement (S37(2))		Signed		
5	Letter of Good Standing		Current		
6	H&S Budget				
7	H&S Plan	7.1	Refer H&S Specification		
		7.2	Fall Protection Plan		
		7.3	Environmental Management Plan ("Process" Waste management / Spillage Control / Disposal)		
8	Hazard Identification Risk Assessment & Applicable Method Statement	8.1	Baseline Risk Assessment		
		8.2	Issue Based Risk Assessment		
		8.3	Risk Register		
9	Emergency Plan & Response				
10	H&S Policy		Signed		
11	Organisational Chart				
12	Appointments	12.1	Signed		
13	Medical Certificates	13.1	Mobile Plant & Equipment		
		13.2	Working in Elevated Positions		
		13.3	Confined Space Entry		
14	Training & Competency Management	14.1	CV's		
		14.2	Competency Certificates		
		14.3	Induction		
		14.4	Safety / Tool Box Talks		
		14.5	Safety Awareness Posters		
15	Accident / Incident Management including First Aid Facilities	15.1	Section 24 Procedure – Annexure.1 & WCL.2		
		15.2	Injury recording		
		15.3	Incident investigation		
		15.4	Noncompliance reporting		
		15.5	Preventative & corrective actions		
16	Construction Plant, Machinery & Equipment Management		Vehicles / Mobile Crane / Skyjacks & Material Hoist /		
17	Access, Traffic Control & Public Safety Management	17.1	Security		
		17.2	Employee / Visitors / Public		
		17.3	Vehicular		

No	Content			Approved	
				Yes	No
18	Hazardous & Flammable Substance Management	18.1	MSDS		
		18.2	Storage		
		18.3	Demarcation		
		18.4	Signage		
		18.5	Handling & Decanting		
		18.6	Disposal		
19	Hazardous & Dangerous Work Management & Control	19.1	Confined Spaces		
		19.2	Demolition Work		
		19.3	Electrical Installations, Equipment & Machinery		
		19.4	Explosives & Blasting		
		19.5	Explosive Powered Tools		
		19.6	Excavation / Trenching		
		19.7	Energy Sources & Lockout		
		19.8	Elevated Working @ Heights		
		19.9	Formwork & Support Work		
		19.10	Hot Work		
		19.11	Hazardous Chemical Substances		
		19.12	Moving Equipment		
		19.13	Piling		
		19.14	Scaffolding		
19.15	Suspended Platforms				
20	Facilities Management (male / female)	19.16	Welding / Cutting & Grinding		
		19.17	Water Environments		
		20.1	Washing		
		20.2	Sanitary		
		20.3	Change room		
21	PPE Management	20.4	Sheltered Eating		
		20.5	Accommodation / Transportation		
22	Contractor Management	21.1	PPE Needs Analysis		
		21.2	PPE Issue		
23	H&S Committee	22.1	H&S Agreement (S37(2) (signed)		
		22.2	Appointments (signed)		
24	Work Procedures				
25	Work Instructions				
26	Audits & Inspections		Internal & External		
27	Record Keeping Management		Completed Audit / Inspections / Registers /		

ANNEXURE B

CONTENTS AND NUMBERING SYSTEM FOR HEALTH AND SAFETY FILE

Index to H&S Plan / File
Scope of Work
Notification to Commence Construction Work
H&S Agreement (S37(2))
Letter of Good Standing
H&S Budget
H&S Plan
Hazard Identification Risk Assessment
Emergency Plan & Response
H&S Policy
Organisational Chart
Appointments
Medical Certificates
Training & Competency Management
Accident / Incident Management including First Aid Facilities
Construction Plant, Machinery & Equipment Management
Access, Traffic Control & Public Safety Management
Hazardous & Flammable Substance Management
Hazardous & Dangerous Work Management & Control
Facilities Management
PPE Management
Contractor Management
H&S Committee
Work Procedures
Work Instructions
Audits & Inspections
Record Keeping Management

ANNEXURE C CONSTRUCTION APPOINTMENTS

#	DESIGNATION	LEGAL REFERENCE	TYPE OF CONSTRUCTION WORK WHEN REQUIRED
1.	Assigned Responsibility Designation	OHS Act S16(2) & CR 5.3(B)	All construction work
2.	Construction Manager	CR 8(1)	All construction work
3.	Construction Manager Assistant(s)	CR 8(2)	All construction work
4.	Construction Supervisor	CR 8(7)	All construction work
5.	Construction Supervisor Assistant(s)	CR 8(8)	All construction work
6.	Contractor	Contractor - CR 7(1)(c)(v)	When using sub-contractors
7.	Emergency / Fire Co-ordinator	OHSAct S 8	All construction work
8.	Fire Extinguisher Inspector	CR 29	All construction work
9.	First Aider	GSR 3	All construction work
10.	Health & Safety Officer	CR 8(5)	All construction work
11.	Health & Safety Reps	OHSAct S 17	Min. 3 and then 1 for every 10 persons
12.	H&S Committee Members	OHSAct S 19	Equal no. of management & OHS reps
13.	Incident Investigator	GAR 9	All construction work
14.	Risk Assessor	CR 9	All construction work
15.	Excavation Work Supervisor	CR 13	When excavating
16.	Demolition Work Supervisor	CR 14	When demolishing
17.	Explosives Manager	Exp R12(1)	When using explosives for blasting
18.	Explosives Supervisor	Exp R 12(3)	When using explosives for blasting
19.	Fall Protection Plan Developer	CR 10(1)(a)&(b)	When there is a risk of persons falling
20.	Fall Protection Plan Supervisor	CR 10(1)(a)&(b)	When there is a risk of persons falling
21.	Bulk Mixing Plant Supervisor	CR 20	As required
22.	Bulk Mixing Plant Operator	CR 20	As required
23.	Construction Vehicle & Mobile Plant Inspector	CR 23	When using construction vehicles; When using mobile plant;
24.	Construction Vehicle & Mobile Plant Operators	CR 23	When using construction vehicles; When using mobile plant;
25.	Electrical Installation Inspector	CR 24	When any electrical installations are brought to site or used on site or installed on site
26.	Explosive Actuated Fastening Device Inspector	CR 21	As required
27.	Explosive Actuated Fastening Device Controller / Issuer	CR 21	As required
28.	Explosive Actuated Fastening Device Operator	CR 21	As required
29.	Temporary Works Designer	CR 12(1)	As required
30.	Temporary Works Supervisor(s)	CR 12(2)	As required
31.	Ladder Inspector	GSR 13A	When ladders are used

#	DESIGNATION	LEGAL REFERENCE	TYPE OF CONSTRUCTION WORK WHEN REQUIRED
32.	Lifting Machine & Equipment Inspector	DMR 18(5)	When cranes, block and tackle, gantries or A frames are used for lifting; When rigging is done;
33.	Lifting Machine Operator	DMR 18	When cranes, block and tackle, gantries or A frames are used for lifting; When rigging is done;
32	Material Hoist Operator	CR 19	When material hoist is used
33	Mixer Operator	CR 20 / OHSA 8	When a concrete mixer is used
34	Portable Electrical Equipment Inspector	EMR 9	When portable electrical equipment is used
35	Pressure Vessel Inspector	PER	When compressors with pressure vessels are used
36	Scaffold Erector	SANS 10085-1:2004 Item 16.1(a)	When scaffolds are used
37	Scaffold Inspector	SANS 10085-1:2004 16.1(c)	When scaffolds are used
38	Scaffolding Supervisor	CR 14(2)	When scaffolds are used
39	Scaffold Team Leader	SANS 10085-1:2004 Item 16.1(b) and 10.1.1.	When scaffolds are used
40	Stacking & Storage Supervisor, including chemicals	CR 25 & CR 27	All construction work
41	Suspended Platform Supervisor	CR 17	When suspended platforms are used
42	Suspended Platform Erector	CR 17	When suspended platforms are used
43	Suspended Platform Operational Compliance Plan Developer	CR 17	When suspended platforms are used
44	Suspended Platform Inspector	CR 17	When suspended platforms are used
45	Tower Crane Operator	CR 22	When tower cranes are used
46	Tower Crane Inspector	DMR 18	When tower cranes are used
47	Hand tool inspector	OHSA 8	When hand tools are used
48	Combustion machinery inspector	OHSA 8	When petrol or diesel engines are used

ANNEXURE: D RESPONSIBILITIES / DUTIES

Definitions:

“Client” means any person for whom construction work is performed; the Kouga Local Municipality, as established in the Province of the Eastern Cape.

“Principal Contractor” means a Principal Contractor, as defined in the Construction Regulations, 2014, 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; who has also been appointed as the Contractor as defined in the General (and / or Special) Conditions of Contract.

“Agent” means any person who acts as a representative for a client in the managing the overall construction work; employee, the firm of consulting employers agents, or other practitioner, who is appointed by the Municipality to act on its behalf, and who is named in the Letter of Acceptance given to the Principal Contractor.

Roles and Responsibilities Client:

Shall be responsible for the following in order to ensure compliance with the provisions of the Act;

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;

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;

To appoint each principal contractor in writing for the project or part thereof on a construction site;

To take reasonable steps to ensure that each principal contractor's health and safety plan as determined in the CR 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;

To stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in the CR for the site or which poses to be a threat to the health and safety of persons;

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

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

To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

Shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in the CR and thereafter finally approve the health and safety plan for implementation.

Shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

Shall appoint a principal contractor to perform construction work, unless the client 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.

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. 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.

Principal Contractor:

Shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification contemplated in the CR, which shall be applied from the date of commencement of and for the duration of the construction work.

Shall take reasonable steps as far as is necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.

A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act:

To provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in the CR pertaining to the construction work which has to be performed;

To appoint each contractor contemplated in the CR in writing for the part thereof of the project on a construction site;

To take reasonable steps to ensure that each contractor's health and safety plan contemplated in the CR is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;

To stop any contractor from executing construction work which is not in accordance with the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;

To ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;

To ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and

To ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.

A Sub-contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in the CR provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.

Shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in the CR, and shall finally approve that plan for implementation.

Shall ensure that a copy of his or her health and safety plan contemplated in the CR, as well as the contractor's health and safety plan contemplated in the CR, is available on request to an employee, inspector, contractor, client or client's agent.

Shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.

Shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in the CR, include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

Shall ensure that in addition to the documentation required in the health and safety file as determined in the CR, a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done is included and available.

Shall not appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in the CR that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor

Shall not appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely.

Shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.

Ensure every Sub-contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

The Contractor shall establish and maintain, and ensure that all his sub-contractors establish and maintain safety, health and environmental standards and systems as necessary, and to comply with local laws, the Occupational Health & Safety Act & Regulations and Municipality's Occupational Health & Safety requirements under the Contract.

The Contractor shall be solely responsible for carrying out the work under the Contract, having the highest regard for the safety of his employees, Municipality's employees and persons at or in the vicinity of the site, as well as the safety of the Works, temporary work, materials and the property of third parties.

Agent:

Ensure compliance to the duties of a client as set out in the Construction Regulations

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;

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;

To appoint each principal contractor in writing for the project or part thereof on a construction site;

To take reasonable steps to ensure that each principal contractor's health and safety plan as determined in the CR 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;

To stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in the CR for the site or which poses to be a threat to the health and safety of persons;

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

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

To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

Shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in the CR and thereafter finally approve the health and safety plan for implementation.

Shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

Shall appoint a principal contractor to perform construction work, unless the client 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.

The responsibilities for the key management and supervision roles include (but are not limited to) the following:

Directors

Develop a culture in which safety is integral.

Maintain adherence to the standards at all times.

Ensure safety responsibility is an integral part of all management systems and processes.

Ensure systems are in place to guarantee the safety of employees, clients, contractors and visitors.

Provide resources and ensure that actions to address safety issues are implemented

Implement the Municipality safety policy and safety standards into the business.

Maintain adherence to the policy and standards at all times.

Incorporate safety, health and environmental targets into Business Plans and Achievement Appraisals of direct reports.

Foster a risk management approach to all projects and business decisions.

Review all high potential incident investigations.

Monitor OH&S performance for trends and learning's.

Project Manager

Promote a culture in which safety is the prime concern that shall never be compromised.
Ensure that adequate safety, health and environmental hazard evaluations are made on all projects, plant and equipment purchases.
Prepare project plans that comply with the Municipality OH&S policy and safety management standards.
Provide resources to eliminate hazards and improve safety.
Incorporate safety, health and environmental targets into Achievement Appraisals of direct reports.
Ensure that safe systems of work are defined and documented, and that hazards analysis and risk control methods have been incorporated during the preparation.
Ensure that any Safety Committee established functions effectively.
Ensure thorough investigation of all incidents to avoid recurrence.
Ensure safe management of contractors, vendors and visitor's on sites.
Conduct safety audits and ensure safety meetings are held.
Promote the involvement of all employees in improving safety
Focus on the elimination of unsafe acts, and rectify unsafe conditions quickly.
Ensure safety responsibility is an integral part of all management systems and processes.
Provide resources and ensure that actions to address safety issues are implemented.
Ensure that adequate safety and environmental evaluations are made of all modification designs, plant and equipment purchases.
Ensure systems are in place to guarantee the safety of employees, contractors and visitors.
Review training needs for all employees and provide the training as required.
Ensure that drills and exercises are carried out to test the effectiveness of Emergency Response Plans
Ensure safe management of contractors on the site.
Ensure competent and trained, responsible employers agents and supervisors exist to manage contractors on the works.

Employers agenting Manager

Ensure management systems are in place and understood to give safe design and operation.
Ensure hazards and risks are identified for all plant and major equipment.
Ensure designs are fit for purpose and safe to implement.
Ensure a safe workplace is provided for employers agenting staff.
Ensure all employers agenting staff is inducted and have received the required training to enable safe access to site.
Contribute to and participate in the Project safety program.
Provide Employers agenting support as required to assist in the implementation and compliance of these Rules.

Construction Manager

Contribute to a positive safety culture by example.
Ensure that management systems are in place and understood to provide a safe construction workplace.
Ensure that hazards and risks are identified on all construction activities.
Arrange construction pre-start-hazard-analysis studies for all "at risk" operations.
Contribute to and participate in the Project safety program.
Participate in safety committees and safety meetings.
Participate in safety inspections and serious incident investigations.
Be seen to "walk the talk."
Participate in safety audits.
Focus on the elimination of unsafe acts, and rectify unsafe conditions quickly.
Ensure safe management of contractors on the site.
Ensure competent and trained, responsible employers agents and supervisors exist to manage contractors on the works.
Coordinate and participate in daily Safety Management walkabouts.
Chairperson of weekly contractor's safety meetings.
Final approval of all Risk Assessments.

Assistant Director OHS

Promote a culture in which safety is the prime concern and shall never be compromised
Promote the involvement of all employees in improving safety.
Coordinate the implementation of the site safety management plans.
Conduct comprehensive site safety audits to evaluate contractor's compliance with safety management plans and systems as per the audit / inspection schedule, at least once a month.
Reporting of OH&S matters and performance to the Municipality Management Team.
Liaise with Safety management to ensure full understanding and communication of all safety issues impacting on Municipality and Contractor activities and vice versa.
Ensure appropriate Municipality personnel are involved in local dept OH&S Committees.
Facilitate reviews by these Rules.
Participate in a pre-start safety review with the Vendor's / Contractor's Management to facilitate a "bridging document" to remove any uncertainty/differences between these Rules and the Vendor's / Contractor's SMP.
Co-ordinate the preparation of Emergency Response Plans.
Co-ordinate and participate in drills and exercises to test the effectiveness of Emergency Response Plans.
Facilitate and lead all LTI investigations.
Safety pre-qualification of all contractors at tender invitation stage.
Interview and approval of site and contractors Safety Officers

Area Managers

Ensure compliance and keep all required records as per the Construction Regulations.
Ensure hazards and risks are identified in design stage.
Ensure that management systems are followed to give safe designs.
Ensure self and others safety awareness at all times.
Be aware of hazards and risks in the plant area of activity.
Participate in and contribute to the Municipality Management team safety plan.
Promote a culture in which safety is the prime concern and shall never be compromised.
Define and document safe systems of work and, through consultation, ensure they are applied.
Ensure that the Safety Committee functions effectively.
Ensure that all incidents are thoroughly investigated to avoid re-occurrence.
Ensure safe management of contractors on the site.
Ensure competent and trained, responsible employers agents and supervisors exist to manage contractors on the works.
Know that contractors and employees understand the hazards associated with performing tasks.
Promote the involvement of all employees in improving safety.
Focus on the elimination of unsafe acts, and rectify unsafe conditions quickly.
Conducting safety inspections, monitoring safety behaviour on site and participating in audits.
Ensuring that all involved personnel prior to commencement of any work complete Risk Assessment (RA) and Daily Safety Task Instruction (DSTI). Then, by a review process, verifying that the development process is appropriate, communicated and understood by the users and subsequently complied with.
Notifying of incidents and addressing unsafe acts and conditions in accordance with these Rules and following-up to ensure corrective and preventative actions are timely and effective.
By their actions, demonstrating to contractors at all times the commitment of these Rules to the highest standards of safety management.
Participation in accident /incident investigations.
Facilitate Contractors Risk Assessments and sign of and approval thereof before submitting to the site Safety Officer.
Participate in daily management Safety walkabouts and ensure Contractors in your discipline comply to these rules and rectify deviations.
Ensure Contractors implement and compliance with the Construction Regulations.

Health & Safety Officers & Coordinators

Implement and maintain the Municipality Safety Management Plan on site for all Contractors.
Advise the Site Management team on safety issues and suggested solutions.

Report directly to the Construction Manager and act on his authority regarding safety issues.

Promote a culture in which safety is the prime concern and shall never be compromised.

Promote the involvement of all employees and Contractors in improving safety.

Focus on and establish a culture of the elimination of unsafe acts, and rectification of unsafe conditions quickly, by Management and supervision.

Ensure self and others safety awareness at all times.

Facilitate and participate in all Contractors accident /incident investigations. Ensure that all incidents are thoroughly investigated to avoid re-occurrence.

Participate in and contribute to the Municipality Management team Safety Plan.

Ensure that all involved Municipality and Contractors personnel prior to commencement of any work complete Risk Assessments (RA) and Daily Safety Task Instruction (DSTI). Then, by a review process, verifying that the development process is appropriate, communicated and understood by the users and subsequently complied with by means of at least two daily site inspections.

Ensure Safety Management Information Boards are erected in each working area, and the following minimum information is displayed – Method Statement, Risk Assessment, DSTI, Supervisor, First Aider and Safety Representative.

Coordinate all safety induction training requirements and conduct Municipality specific induction for Municipality and contractor supervision.

Coordinate site accesses and security.

Coordinate and implement comprehensive daily incident reporting by management, supervision, foremen and Safety Officers.

Compile and present a weekly safety report to include: Incident trend analyses & preventative measures. Injury trend analysis and preventative measures. Contractors Planned Tasked Observations for week ahead. DSTI quality and effectiveness.

Management walkabouts including participation and findings. High risk activities for the week ahead. Risk Assessment plan for week ahead, based on the construction plan. Statistics for previous week regarding man- hours, complement, RA's completed, induction & medicals (entry and exit). Estimates for week ahead regarding, complement, RA's, induction & medicals (entry and exit).

Conduct a monthly internal contractors audit to ensure implementation and continuous compliance with the Safety Management Plan. Record findings and issue action sheets for deviations to include an action close out plan and report.

Accompany injured people to doctor/hospital and ensure prompt treatment and return to work. Report all medical treatment cases immediately (telephonic) to the Municipality OHS Director and follow it up with an initial SSO report before the end of work day and a complete investigation within 24 hours.

Coordinate and ensure the pre check and recording thereof for all tools, plant and equipment.

Final check and sign of RA's before submitting to the Construction Manager for approval.

Implement and maintain the Construction Regulations.

ANNEXURE E

SECTION 37(2) MANDATORY H&S AGREEMENT:

WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as “the Employer”)

AND

(Hereinafter referred to as “the Mandatory”)

Compensation Fund number:

Common Law Liability Insurance in respect of Third
Parties for the Minimum Sum of R...

Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Site Manager CR6.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

Warranty of compliance

In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.

The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

Refer:

Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
Hazards Chemical Substance Regulations of 1995
Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
Hazardous Substance Act 15 of 1973
National Environmental Management Act 107 of 1998
National Environmental Management: Air Quality Act 39 of 2004
National Road Traffic Act No.83 of 1996
National Water Act 36 of 1989
National Building Regulations and Building Standards Act 103 of 1977

Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

Appointments and training

The Mandatory shall appoint competent persons as per Section 16 (2) and/or the CR of the OHS Act.

Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.

Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.

Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted.

Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

Cooperation

The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory.

It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

Work procedures

The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.

The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.

The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

Health and safety meetings

If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.

The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

Compensation registration

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.

The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

Medical examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

Incident reporting and investigation

The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.

The Employer shall further be provided with copies of any written documentation relating to any incident.

The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

Statutory Obligations of the Mandatory & Contractor

The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.

It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.

Without derogating from the generality of this paragraph:

The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.

The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.

The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention.

The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.

Horseplay, scuffling, fighting, running or throwing of objects.

The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.

Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.

The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.

The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.

The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person. Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.

Contractors must, in the interests of safety, enforce discipline.

Security and access

The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.

The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.

The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.

The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

Fire precautions and facilities

The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

Hygiene and cleanliness

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.

In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

No nuisance

The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

Intoxication not allowed

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.

Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

Personal protective equipment

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.

The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

Plant, machinery and equipment

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

Transport / Vehicles

The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.

All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so.

All drivers shall adhere to the speed limits and road signs on the premises at all times.

In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory's workmen would be present on the Employer's premises.

Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at on

For, and on behalf of the Employer Date

For and on behalf of the Mandatory Date

Witness

Date

ANNEXURE F

Construction Project Contractor H&S Plan / File Layout & Document Content

#	DESCRIPTION	REMARKS
1	Scope of Work	
2	H&S Specification	Where Applicable
3	H&S Plan [Environment Management Plan]	
4	Notification to Department of Labour	Where Applicable
5	Letter of Good Standing	
6	Organisational	Organogram / Contact Details / Sub Contractor Contact Details Sheet
7	Appointments	Management / Supervision / H&S Officer Sub-Contractor / Mobile Plant & Equipment Operators / Drivers / First Aid / Risk Assessor / Incident Investigator / Fire Fighters / Excavation Supervisor / Stacking & Storage Supervisor, Scaffold Supervisor, Scaffold Erector etc., etc.
8	CV', Training & Competency	Management / Supervision / H&S Officer Sub-Contractor / Mobile Plant & Equipment Operators / Drivers / First Aid / Risk Assessor / Incident Investigator / Fire Fighters / Excavation Supervisor / Stacking & Storage Supervisor, Scaffold Supervisor, Scaffold Erector / Blasters etc., etc.
9	Medicals	Mobile Plant & Equipment Operators / Drivers / Elevated Work / Confined Spaces
10	Method Statement [MS]	All Work Activities
11	Risk Assessment [RA]	All Work Activities
12	Incident Management & Emergency Response	First Aid / IOD-Non Disabling / IOD Disabling / Fire / Evacuation
13	Inspection Registers	Plant & Equipment
14	Daily Safety Task Instruction [DSTI]	All Work Activities
15	Safe Work Procedures [SWP]	All Work Activities
16	Work Instructions [WI]	All Work Activities
17	Permits	Safe Work & Excavations
18	Legal	Section 37(2) / BCEA / OHSA / Annexure.1 / WCL.2
19	Auditing & Inspections	
20	Document Masters	

ANNEXURE G DOCUMENT REVIEW PANEL:

NAME	SURNAME	DESIGNATION
		Director: Occupational Health, Safety & Wellness
		Doctor: Occupational Medical Practitioner & H&S Consultant
		Safety Employers agent
		Acting Chief Health & Safety Officer
		Health & Safety Officer
		Health & Safety Officer
		Health & Safety Officer
		Health & Safety Officer
		Health & Safety Officer
		Health & Safety Officer

PORTION 2 :
PROJECT- AND SITE-SPECIFIC CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (ADDENDUM)



ISSUED IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 CONSTRUCTION REGULATIONS, 2014

This Project- and Site-specific Construction Health and Safety Specification (Portion 2) is issued as an Addendum to the General Construction Health and Safety Specification (Portion 1) of the KOUGA MUNICIPALITY.

Together, Portion 1 and Portion 2, make up the Construction Project Health and Safety Specification, as contemplated in the Construction Regulation 5(1)(b).

Project- and Site-specific Requirements and Considerations Include:

Potential principal contractors shall demonstrate in their tender to the client that they have the necessary competencies and resources to carry out the work safely.

The bill of quantities includes a dedicated portion for occupational health and safety (OHS); to allow the potential principal contractor's to make adequate provision for the cost of OHS during the construction process (relating to statutory and contractual obligations).

The aforementioned aspects are deemed critical during tender adjudication.

The successful tenderer will be appointed as the principal contractor as contemplated in the CR 5(1)(k).

The principal contractor must be fully compliant with the provisions of the Construction Regulations, 2014 by the 07 August 2014.

The principal contractor shall keep records that demonstrate that he has carried out similar processes to the abovementioned; leading up to the appointment of any (sub-) contractors.

Evidence of the following competencies must be submitted at tender stage as returnables:

Applicable Legislation	Designation	Evidence of Competency
OHS 16(1)	Chief Executive Officer	N/A
OHS 16(2)	Contracts Director	CV & Certificates
CR 8(1)	Construction Manager	CV & Certificates
CR 8(2)	Construction Manager Assistant(s)	CV & Certificates
CR 8(5)	Part-time Construction OHS Officer	CV & Certificates
CR 8(7)	Construction Supervisor	CV & Certificates
CR 8(8)	Construction Supervisor Assistant(s)	CV & Certificates

Evidence of the following competencies must be submitted by the successful principal contractor when submitting the project- and site-specific OHS plan and file (OHS plan and file) for approval – at least 14 (fourteen) days prior to scheduled commencement of physical works on the site:

Applicable Legislation	Designation	Evidence of Competency
OHS 16(1)	Chief Executive Officer	N/A
OHS 16(2)	Contracts Director	CV & Certificates
CR 8(1)	Construction Manager	CV & Certificates
CR 8(2)	Construction Manager Assistant(s)	CV & Certificates
CR 8(5)	Part-time Construction OHS Officer	CV & Certificates
CR 8(7)	Construction Supervisor	CV & Certificates
CR 8(8)	Construction Supervisor Assistant(s)	CV & Certificates
CR 9(1)	Risk Assessor	CV & Certificates
CR 9(3)	Work Procedure Trainers	CV & Certificates
GAR 9(2)	Incident Investigator	CV & Certificates
CR 29 (l)	Emergency Coordinators	CV & Certificates
CR 13(1)	Excavation Work Supervisor	CV & Certificates
CR 12(1)	Temporary Works Designer(s)	CV & Certificates
CR 12(2)	Temporary Works Supervisor(s)	CV & Certificates
CR 10(1)(a)	Fall Protection Plan Developer / Supervisor(s)	CV & Certificates
CR 16(1)	Scaffold Supervisor	CV & Certificates
CR 16(1) & SANS 10085: 16.1(a)	Scaffold Erector	CV & Certificates
CR 16(1) & SANS 10085: 16.1(b) and 10.1.1.	Scaffold Team Leader	CV & Certificates
CR 16(1) & SANS 10085: 16.1(c)	Scaffold Inspector	CV & Certificates
CR 24(d)&(e) & EMR & EIR	Temporary Electrical Installations & Machinery Inspector	CV & Certificates
HCSR 3(3)	Hazardous Chemical Substances Supervisor	CV
GSR 9(1)(a)	Welding, Flame Cutting & Soldering Operator	Certificates

Please note that the items in the table above are only relevant and required to be submitted if the specific project's components require these items.

Once the principal contractor's construction OHS plan and file has been approved for implementation; ongoing OHS compliance monitoring and at least monthly audits of the principal contractor's performance will be carried out on the client's behalf. The client is required to (and will) stop work which, in the opinion of the client-appointed OHS agent, poses a threat to the health and safety of persons.

The principal contractor will be responsible for the site as detailed in the tender / contract document. Access, egress and accommodation of own and other parties on site, including fire and emergency services / other local authorities, shall be managed by the principal contractor.

The Occupational Health and Safety Act and Regulations (Act No. 85 of 1993) [OHSA] forms part of this Construction Project Health and Safety Specification – any word or expression to which a meaning has been assigned in the OHSA shall have the meaning so assigned to it unless the context otherwise indicates.

Part-time Construction OHS Officer CR 8(5)

The successful principal contractor shall appoint a part-time Construction OHS Officer to the contract for its duration. The candidate needs to have a competency profile that is at least equivalent to the following:

Education: Grade 12 (Matric) + 3 years further study (360 NQF credits in OHS).

Alternatively, Grade 12 (Matric) + all of the following accredited courses:

Risk Assessment (RA) (SAQA U/S 120330)

Incident Investigation (SAQA U/S 120335)

SAMTRAC or equivalent (minimum SAQA U/S 244283)

Experience: 3 (five) years of relevant work experience in construction OHS practice.

Professional Registration: In the Construction Health and Safety Officer category, as contemplated in the Construction Regulations, 2014, Government Notice No. R. 85, Item 3, and, as to be demonstrated by contractors by the 07 August 2014.

Medical Examinations and Certificates of Fitness

It should be noted that all contractor's must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 to the Construction Regulations, 2014.

Practical Matters that Impact / May Impact upon OHS

The items mentioned below are indicative of the concerns to the client – with regards to the health and safety of contractor's employees, client's employees and those people who are not involved with this contract, but may be affected by the execution of the works – and include:

Working in confined spaces – The structure involves the construction of canals and will involve building in confined spaces of widths of 600mm or less.

Working with electrical equipment – The use of an angle grinder and other electrical equipment will be required in order to complete the work.

Lifting of heavy equipment – the proposed filters/valves/pipework will be required to be placed in position and connected to the existing pipework which may require heavy lifting.