



MAKHADO LOCAL MUNICIPALITY

CIDB Class Grading 6CE or Higher

BID NO.: 63 of 2023

**FOR
CONSTRUCTION OF TSHUVHUYUNI SPORT FACILITY**

PROCUREMENT DOCUMENT

May 2023

NAME OF TENDERER :

TENDER SUM :

PREPARED BY



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BID No.: 63 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

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BID No.: 23 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

THE TENDER

PART T1 : TENDERING PROCEDURES

PART T2 : RETURNABLE DOCUMENTS



BID No.: 63 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

PART T1 : TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER.. ERROR! BOOKMARK NOT DEFINED.	
T1.2	TENDER DATA	T.4





MAKHADO LOCAL MUNICIPALITY

BID No. 23 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

T1.1 Tender Notice

 MAKHADO LOCAL MUNICIPALITY 							
TENDER NOTICE							
All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable 05 June 2023 at non-refundable amount of R600.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free https://etenders.treasury.gov.za/content/advertised-tender or www.makhado.gov.za .							
BID NO:	DESCRIPTION	EVALUATION CRITERIA	COMPULSORY BRIEFING SESSION	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
62 of 2023	Upgrading of Midoroni Clinic Ring Road	90/10 preferential points with functionality	08 June 2023 at 11:00 am at Midoroni Village next Railway line along R522	<ul style="list-style-type: none"> CIDB Grading 07CE or higher. Attach three years audited financial statement (only those that are required by law to be audited) 	Director Technical services: MS DG Siboiboi or Ms L Thulani at 0155193000	Ref: 8/3/2/1994 Notice no: 101/2023	03 July 2023 at 12H00 pm.
63 of 2023	Construction of Tshivhuyuni Sport Facility	80/20 preferential points with functionality	09 June 2023 at 11:00 at Tshivhuyuni Primary school at Tshivhuyuni Village	<ul style="list-style-type: none"> CIDB Grading 06CE or higher. Attach three years audited financial statement (only those that are required by law to be audited) 	Director Technical services: MS DG Siboiboi or Ms L Thulani at 0155193000	Ref: 8/3/2/1995 Notice no: 102/2023	03 July 2023 at 12H00 pm
64 of 2023	Upgrading of Access Roads in Tswana (Marundu)	90/10 preferential points with functionality criteria	12 June 2023 at 11:00 am U-Save Supermarket Ha-Mutsha Village along R524 road	<ul style="list-style-type: none"> CIDB Grading 07CE or higher. Attach three years audited financial statement (only those that are required by law to be audited) 	Director Technical services: MS DG Siboiboi or Ms L Thulani at 0155193000	Ref: 8/3/2/1996 Notice no: 103/2023	03 July 2023 at 12H00 pm.
65 of 2023	Upgrading of Lunhalani to Dzanamwa access road	80/20 preferential points with functionality	12 June 2023 at 14:00 pm at Tshakhuma fruit market along R524 Road	<ul style="list-style-type: none"> CIDB Grading 07CE or higher. Attach three years audited financial statement (only those that are required by law to be audited) 	Director Technical services: MS DG Siboiboi or Ms L Thulani at 0155193000	Ref: 8/3/2/1997 Notice no: 104/62/2023	03 July 2023 at 12H00 pm
Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked "As mentioned above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than "As mentioned above" when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.							
The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.							
Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified:							
<ul style="list-style-type: none"> Valid Tax compliance status pin issued by SARS A copy of company registration documents (CR) Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification. Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company) Copy of central supplier database (CSD) report. 							
NB: <ul style="list-style-type: none"> All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database). A copy of a certified copy will not be accepted. 							
All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at Tel no. (015) 519 3044/3024							
Civic Centre 83 Krogh Street MAKHADO						MR KM NEMANAME MUNICIPAL MANAGER	

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

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

Subclause	Data
F.1.1	The employer is the Makhado Local Municipality .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 40px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 Mine Health and Safety Act No 29</p> <p style="padding-left: 40px;">C1.7 Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.8 Contract Data</p> <p>Part C2:Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p style="padding-left: 40px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 40px;">C2.4 Calculation of Tender Sum</p>

Subclause	Data
	<p>Part C3: Scope of work</p> <p>C3.1 Description of Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C4.5 Management of the works</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.1 : Proforma Documents</p> <p>C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)</p> <p>C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is: <i>Ntsako Tiyani And Associates (Pty)Ltd</i></p> <p>Address:</p> <p><i>8A Landros Mare Street</i></p> <p><i>Polokwane</i></p> <p><i>0700</i></p> <p>Tel: (015) 023 0026/072 389 8394 Fax: (015) 297 0598</p> <p>E-mail: octavius@ntaconsulting.co.za</p>
F.2.1	<p>Only those tenderers who are registered with the required CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE OR HIGHER class of construction work.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the required CIDB the lead partner has a contractor grading designation in the CE class of construction work; and 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 6CE OR HIGHER class of construction work are eligible to submit tenders.
F.2.7	<p>Compulsory Briefing session will be held on 09 June 2023 at 11:00 at Tshuvhuyuni Primary School at Tshivhuyuni Village.</p>
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the</p>

Subclause	Data
	<p>alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: In the entrance foyer (ground floor) of Makhado Local Municipality, 83 Krogh Street, MAKHADO.</p> <p>Identification details: "CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY" Contract No: 63 OF 2023.</p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of Tender offers is: 03 July 2023 @ 12h00
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.1.5	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	Tax Clearance will be confirmed with SARS before award (Done through CSD)
F.3.4	Tenders will be opened in public on the date of the closing on the 03 July 2023 at the Council Chamber, Ground Floor, Civic Centre, No 83 Krogh Street, Makhado.
F.3.11	<p>The procedure for evaluation of responsive tenders is the 80/20 preference point system (totalling 100 points) as contained in the supply chain management policy clause S 21 (b)</p> <p>Minimum for further evaluation is 60 points, if a tenderer scores less than the functionality points, the tenderer will be disqualified.</p> <p>The financial offer will be scored using the following:</p>

Subclause	Data
	$Ps = W_1 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where</p> <p>Ps = Points scored for comparative price of tender or offer under Consideration</p> <p>W₁ = (1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1 000 000; or</p> <p>P_t = Rand value of tender under consideration</p> <p>P_{min} = Rand value of the lowest acceptable tender</p> <p>Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ol style="list-style-type: none"> the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.
F.3.18	<p>The number of paper copies of signed contract to be provided by the Engineer is original contract plus two signed copies.</p>
	<p>Labour Content:</p> <p>The minimum Labour content for this project shall be 10% OF THE WORKS.</p> <p>Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor's own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.</p>
Subclause	Data
F.3.11	<p>Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2011 as published in Government Gazette 34350 dated 8 June 2011.</p> <p style="text-align: center;">SUPPLY CHAIN MANAGEMENT</p> <p style="text-align: center;">EVALUATION PROCESS AND CRITERIA</p> <p>The following evaluation process and criteria will be used to evaluate all bids submitted:</p>

Subclause	Data
	<p style="text-align: center;">1. Administrative Compliance – Phase One</p>
	<p>1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</p> <p>1.2 Critical Criteria:</p> <p>The following critical criteria have been identified for this bid and any non compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation</p> <ul style="list-style-type: none"> • All Pages to be initialled • Form of Offer completed and signed • Site inspection is compulsory • All attached MBD forms must be completed and signed. • If the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish– <ul style="list-style-type: none"> (i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements – <ul style="list-style-type: none"> (aa) for the past three years; or (bb) since their establishment if established during the past three years; (ii) a certificate signed by the bidder certifying that the bidder 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; (iii) particulars of any contracts awarded to the bidder 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; (iv) 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 is expected to be transferred out of the Republic. <p>Bill of quantities to be filled in black ink</p> <ul style="list-style-type: none"> • Initial all alterations in the BoQ • Authority of Signatory to be signed • JV agreement submitted (Where applicable) • Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached) • Copy of Municipal rates and taxes not older than 3 months to be

Subclause	Data																								
	<p>attached (Both for the company and each of the directors)</p> <ul style="list-style-type: none">• Certified ID copies of directors/shareholders/members to be attached• A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. (Please note: Non submission will not lead to disqualification of the bidder).• Proof of purchase. <p>NB: All copies must be certified; the certification must not be older than 3 months of the closing date.</p>																								
2. Functionality – Phase Two																									
<p>The bids will be evaluated in two stages. The first stage will check whether the bidders have submitted all documents as requested on the advert. Although functionality does not form part of the final tender points scoring for award purpose, tenderer will be assessed for responsiveness and functionality first and if the tender is not responsive or meet the minimum functionality score, the tenderer will be eliminated and not considered further for second stage of evaluation.</p> <p>The second stage of the evaluation will be based on Price (80) and preference points for B-BBEE status level of contribution (20).</p> <p>Detailed points scoring for functionality are as follows:</p> <p>COMPETENCE ACHIEVEMENT/FUNCTIONALITY SCHEDULE</p> <p><u>TABLE A1: REPUTATION AND REFERENCES</u></p> <table><tr><th colspan="2">TARGETED GOALS Name reference with contact details (Previous 3 yrs, Projects involving Road)</th><th>Max Points to be Scored</th><th>Points Claimed by Tenderer</th></tr><tr><td>1</td><td>Project 1</td><td>10</td><td></td></tr><tr><td>2</td><td>Project 2</td><td>10</td><td></td></tr><tr><td>3</td><td>Project 3</td><td>10</td><td></td></tr><tr><td>4</td><td>Project 4</td><td>10</td><td></td></tr><tr><td colspan="2">Sub-Total: Reputation and References</td><td>40</td><td></td></tr></table> <p>NOTE: The tender should attach <u>appointment letters and completion certificates</u> as a proof for having completed such project. Points for each project will be allocated as follows:</p> <p>6CE: 8 points 5CE: 6 points 4CE: 5 points 3CE: 4 points 2CE: 2 points</p>		TARGETED GOALS Name reference with contact details (Previous 3 yrs, Projects involving Road)		Max Points to be Scored	Points Claimed by Tenderer	1	Project 1	10		2	Project 2	10		3	Project 3	10		4	Project 4	10		Sub-Total: Reputation and References		40	
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3	Project 3	10																							
4	Project 4	10																							
Sub-Total: Reputation and References		40																							

Subclause	Data																																										
	<p><u>TABLE A2: FINANCIAL REFERENCES</u></p> <table><tr><th>TARGETED GOALS</th><th>Tendered Goal</th><th>Points Claimed by Tenderer</th></tr><tr><td>1 Tenderer submitted banking details proof attached</td><td>2</td><td></td></tr><tr><td>2 Bank rating of “C” or better</td><td>5</td><td></td></tr><tr><td>3 Registered financial Institution’s full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted</td><td>3</td><td></td></tr><tr><td>Sub-Total: Financial References</td><td>10</td><td></td></tr></table> <p><u>TABLE A3: EXPERIENCE AND QUALIFICATION OF KEY STAFF</u> <u>Table A3.1 Experience</u></p> <table><tr><th>TARGETED GOALS</th><th>Points Allocation</th><th>Points Claimed by Tenderer</th></tr><tr><td>1 Contract Manager: 10 years in Civil Engineering Construction Projects</td><td>>10 yrs=5 6-9 yrs=3 3-5 yrs=2 1-2yrs=1</td><td></td></tr><tr><td>2 Site Agent: 8 years in Civil Engineering Construction Projects</td><td>>8 yrs=5 5-7 yrs=3 3-4 yrs=2 1-2yrs=1</td><td></td></tr><tr><td>3 Foreman 5 years in Civil Engineering Construction Projects</td><td>>5 yrs=3 4 yrs=1.5 3 yrs=1 1-2yrs=0.5</td><td></td></tr><tr><td>4 Health and Safety Officer 5 years of experience as OHS in Civil Engineering Construction</td><td>>5 yrs=2 4 yrs=1 3 yrs=0.5 1-2yrs=0.25</td><td></td></tr><tr><td>Sub-Total: Experience</td><td>15</td><td></td></tr></table> <p><u>NOTE: Project organogram should be attached. Curriculum vitae with detailed experience and contact details should be attached to the tender document for verification by the consultants.</u></p> <p><u>Table A3.2 Qualifications</u></p> <table><tr><th>TARGETED GOALS</th><th>Tendered Goal</th><th>Points Claimed by Tenderer</th></tr><tr><td>1 Contract Manager: Civil Engineering or construction management</td><td>BSc = 5 B-Tech /PrCPM = 5 ND = 3 N6 = 2 Any Cert= 1</td><td></td></tr><tr><td>2 Site Agent: Civil Engineering or construction management or project management (Must have at least NQF 5)</td><td>BSc/B-Tech = 5 ND = 4 NQF 5/7 = 3 N6 = 2 Any Cert= 1</td><td></td></tr></table>	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	1 Tenderer submitted banking details proof attached	2		2 Bank rating of “C” or better	5		3 Registered financial Institution’s full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3		Sub-Total: Financial References	10		TARGETED GOALS	Points Allocation	Points Claimed by Tenderer	1 Contract Manager: 10 years in Civil Engineering Construction Projects	>10 yrs=5 6-9 yrs=3 3-5 yrs=2 1-2yrs=1		2 Site Agent: 8 years in Civil Engineering Construction Projects	>8 yrs=5 5-7 yrs=3 3-4 yrs=2 1-2yrs=1		3 Foreman 5 years in Civil Engineering Construction Projects	>5 yrs=3 4 yrs=1.5 3 yrs=1 1-2yrs=0.5		4 Health and Safety Officer 5 years of experience as OHS in Civil Engineering Construction	>5 yrs=2 4 yrs=1 3 yrs=0.5 1-2yrs=0.25		Sub-Total: Experience	15		TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	1 Contract Manager: Civil Engineering or construction management	BSc = 5 B-Tech /PrCPM = 5 ND = 3 N6 = 2 Any Cert= 1		2 Site Agent: Civil Engineering or construction management or project management (Must have at least NQF 5)	BSc/B-Tech = 5 ND = 4 NQF 5/7 = 3 N6 = 2 Any Cert= 1	
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Subclause	Data			
	3	Foreman	ND = 3 NQF 7 =2 N6 = 2 N3= 1.5 NQF5= 1.5 NQF 4= 1 NQF 3= 0.5	
	4	Health and Safety Officer 5 years of experience as OHS in Road projects	ND = 2 Cert = 0.5	
	Sub-Total: Qualifications		15	
	<u>CV's and Certified Qualifications should be attached.</u>			
	<u>TABLE A4: PLANT AND EQUIPMENT</u>			
TARGETED GOALS		Tendered Goal	Points Claimed by Tenderer	
1.	Grader: No (1)	3		
2.	TLB: No (1)	2		
3.	Excavators: No (1)	5		
4.	Water Cart: No (1) (10 000 litre)	2		
5.	10 m³ Tipper Trucks: No (3)	5		
6.	Vibratory Roller 12 ton:No (2)	2		
7.	LDV: No (1)	1		
Sub-Total: Plant and Equipment		20		
<p><i>Note: Tenderers should attach certified proof of ownership certificate for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer becomes a successful bidder. The hiring company should also provide proof of ownership for such plants.</i></p>				
<u>TABLE A5: SUMMARY</u>				
DESCRIPTION		Maximum Points to be Allocated	Points Claimed by Tenderer	
REPUTATION AND REFERENCE OF THE COMPANY:				
TABLE A1		40		
FINANCIAL REFERENCES: TABLE A2		10		
EXPERIENCE OF KEY STAFF: TABLE 3.1		15		
QUALIFICATION OF KEY STAFF: TABLE A3.2		15		
PLANT AND EQUIPMENT: TABLE A4		20		
TOTAL		100		
<p><i>Minimum functionality requirements of seventy percent (70%) or 70 points required for further evaluation.</i></p>				

Subclause	Data																												
	<p><i>The 80/20-point scoring system will be used on second stage of evaluation.</i></p> <p>Note: A bidder/s that scores less than 70 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.</p> <p>Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.</p> <p>FOR BBEE EVALUATION: Kindly attach BBEE certificate.</p> <p>Bidders should note that although the above are the main criteria, the MLM may consider other factors when evaluating BIDs and those factors will be discussed with the successful bidder(s) and may not disadvantage any bidder</p> <p>Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2011.</p> <p>The 80/20-point system will be as follows:</p> <table border="1" data-bbox="316 902 1356 1888"> <tr> <th data-bbox="316 902 842 969">Price Assessment</th><th data-bbox="842 902 1356 969">80 Points</th></tr> <tr> <td data-bbox="316 969 842 1037">TOTAL</td><td data-bbox="842 969 1356 1037">80</td></tr> <tr> <td data-bbox="316 1037 842 1104"></td><td data-bbox="842 1037 1356 1104"></td></tr> <tr> <th data-bbox="316 1104 842 1171">Preferential Elements</th><th data-bbox="842 1104 1356 1171">20 Points</th></tr> <tr> <td data-bbox="316 1171 842 1238">B-BBEE Status Level of Contributor</td><td data-bbox="842 1171 1356 1238">Number of Points (80/20 system)</td></tr> <tr> <td data-bbox="316 1238 842 1305">1</td><td data-bbox="842 1238 1356 1305">10</td></tr> <tr> <td data-bbox="316 1305 842 1373">2</td><td data-bbox="842 1305 1356 1373">9</td></tr> <tr> <td data-bbox="316 1373 842 1440">3</td><td data-bbox="842 1373 1356 1440">8</td></tr> <tr> <td data-bbox="316 1440 842 1507">4</td><td data-bbox="842 1440 1356 1507">5</td></tr> <tr> <td data-bbox="316 1507 842 1574">5</td><td data-bbox="842 1507 1356 1574">4</td></tr> <tr> <td data-bbox="316 1574 842 1641">6</td><td data-bbox="842 1574 1356 1641">3</td></tr> <tr> <td data-bbox="316 1641 842 1709">7</td><td data-bbox="842 1641 1356 1709">2</td></tr> <tr> <td data-bbox="316 1709 842 1776">8</td><td data-bbox="842 1709 1356 1776">1</td></tr> <tr> <td data-bbox="316 1776 842 1888">Non-compliant contributor</td><td data-bbox="842 1776 1356 1888">0</td></tr> </table> <p>Certified copy of BBEE certificate, and a trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <ul style="list-style-type: none"> Bidders are required to submit original and valid B-BBEE Status Level 	Price Assessment	80 Points	TOTAL	80			Preferential Elements	20 Points	B-BBEE Status Level of Contributor	Number of Points (80/20 system)	1	10	2	9	3	8	4	5	5	4	6	3	7	2	8	1	Non-compliant contributor	0
Price Assessment	80 Points																												
TOTAL	80																												
Preferential Elements	20 Points																												
B-BBEE Status Level of Contributor	Number of Points (80/20 system)																												
1	10																												
2	9																												
3	8																												
4	5																												
5	4																												
6	3																												
7	2																												
8	1																												
Non-compliant contributor	0																												

Subclause	Data
	<p>Verification Certificates or certified copies thereof together with them bids, to substantiate their B-BBEE rating claims.</p> <ul style="list-style-type: none"> • Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for BBEE. • A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid. • Public entities and tertiary institutions must also submit B-BBEE Status Level <p>Award of contract to bids not scoring the highest number of points</p> <p>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.</p> <p>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.</p> <p>Evaluation of bids that scored equal points</p> <p>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.</p> <p>(b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ol style="list-style-type: none"> the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Engineer is the original contract plus three signed copies.</p>
The	SMME's:

Subclause	Data
Department Special No.1	<p>It will be the discretion of the contractor to subcontract local SMME companies, when necessary, based on the availability of the work to be subcontracted. Local is defined as “having their head office within the Makhado Local Municipality boundaries”. A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The municipality encourage the contractor to subcontract local SMME’s during the duration of the project.</p>



BID No.: 63 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION.....	T.16
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.65
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT	T.69



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T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION

T2.1 A	CERTIFICATE OF AUTHORITY	T.17
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.20
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS ERROR! BOOKMARK NOT DEFINED.	
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.23
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.24
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.25
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.26
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T2.1 J	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL	27
T2.1 K	SBD4 – DECLARATION OF INTEREST	27
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T2.1 M	CERTIFICATE OF NON-COLLUSIVE TENDER	T.46
T2.1 N	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.48
T2.1 O	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	T.49
T2.1 P	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS	T.52
T2.1 Q	OTHER RETURNABLE DOCUMENTS INCLUDING THE FOLLOWING	27

Including but not limited to the following: JV Agreement (if applicable); Proof of registration with CIDB; Copy of municipal rates and taxes (not older than 3 months); Certified copies of directors/shareholders/members; Certified copy of BBBEE certificate

RDP1(E)	SCHEDULE OF LABOUR CONTENT.....	T.579
RDP2(E)	EMPLOYMENT OF ABE'S.....	T.5850
RDP3(E)	HDI EQUITY IN PROJECT	T.591
RDP4(E)	HDI SUPERVISORY STAFF.....	T.602
RDP5(E)	ABE DECLARATION AFFIDAVIT	T.613
RDP6(E)	GENERIC TRAINING	T.624
RDP7(E)	ENTREPRENEURIAL TRAINING	T.635
RDP8(E)	ENGINEERING SKILLS TRAINING	T.646



MAKHADO LOCAL MUNICIPALITY

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CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY**T2.1 A CERTIFICATE OF AUTHORITY**

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	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 on20...., Mr/Mrs.....acting in the capacity of....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as.....

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

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

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

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

The Joint Venture agreement must be submitted with this document and must clearly state the percentage partnership, payment procedures and VAT payment percentages between the two parties.

Failure to affix the Joint Venture agreement as prescribed to this page shall result in this tender not being further considered for the award of the contract.

D. Certificate for sole proprietor

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

As Witness:

1.....
Signature: Sole owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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



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CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

T2.1 B 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.....

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:

Name

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ engineer, namely:

Name.....

Signature.....

Capacity.....

Date &Time.....

T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name 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	Company Registration Number& CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

SUB-CONTRACTING UNDERTAKING

LETTER OF UNDERTAKING TO PERFORM AS A SUB-CONTRACTOR

(Copy as many as necessary)

Contact Number

From (Name and address of Sub-contract)

.....

.....

.

.....

To (Name and address of Contactor)

.....

.....

.....

The undersigned undertakes to perform work/provide services/supply goods in connection with the above contract as a close corporation/sole proprietor/partnership/company and is prepared to perform in connection with the above-named contract as Sub-contractor to the contractor the following work/provide the following services/supply the following goods

(Delete that which is not applicable)

.....

.....

For an esteemed amount of R.....excluding VAT, subject to the terms of any agreement made between us for the purpose of the contract which agreement shall include the General Conditions of Contract and relevant Special Condition that govern this Contract

Signed..... Date.....

Name..... Position.....

Tenderer.....

Who duty warrants that he/she is authorised to sign this letter



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY**T2.1 D SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted. If found at any stage that the information is false and incorrect, the tender will not be further considered for the award of the contract.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed..... Date.....

Name..... Position.....

Tenderer.....



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T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed..... Date

Name..... Position.....

Tenderer.....



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T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed..... Date

Name..... Position.....

Tenderer.....

T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

.....

T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total tendered for Item 13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

Shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):
% (insert percentage).

SIGNED ON BEHALF OF TENDERER:

T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHADO LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s) and proof of payment not older than 3 months

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

TO: MUNICIPAL MANAGER, MAKHADO LOCAL MUNICIPALITY

FROM: _____(Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Makhado Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20_____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____	_____	_____
Full Names	Signature	Date

2. _____	_____	_____
Full Names	Signature	Date

T2.1 K SBD 4.**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1. Full Name of bidder or his or her representative:.....
- 2.2. Identity Number:.....
- 2.3. Position occupied in the Company (director, trustee, shareholder²):.....
- 2.4. Company registration number:.....
- 2.5. Tax Reference Number:.....

T2.2 A

- 2.6. VAT Registration Number:.....

T2.2 B

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

1“State” means –

- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. Any municipality or municipal entity;
- c. Provincial legislature;

- d. National Assembly or the national Council of provinces; or
- e. Parliament.

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

2.1. Are you or any person connected with them bidder presently employed by the state? ☐ YES ☐ NO

2.1.1. If so, furnish the following particulars:

Name of person / director / trustee/ shareholder/ member:

.....

Name of state institution at which you or person connected to the bidder is employed:

.....

Position occupied in the public institution:

.....

Any other particulars:

.....

.....

.....

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

2.1.2.1. If yes, did you attach proof of such authority to the bid document? YES ☐ NO ☐

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

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

.....

.....

.....

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

2.2.1. If so, furnish particulars:

.....

.....

.....

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

2.3.1. If so, furnish particulars:

.....

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

2.4.1. If so, furnish particulars:

.....

2.5. Do you or any of the directors/ trustees/ shareholders/ members of the
company have any interest in any other related companies whether or
not they are bidding for this contract?

2.5.1. If so, furnish particulars:

.....

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

Full Names	Identity Number	Personal Tax Reference Number	State Number/ Number	Employee Persal

4. DECLARATION

I, _____ THE _____ UNDERSIGNED
 (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
 PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
 PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....

YES / NO

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

YES / NO

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars

2

of any material non-compliance or
dispute concerning the execution of such
contract?

3.1 If yes, furnish particulars

.....

.....

YES / NO

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

YES / NO

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

...

Signature

.....

Date

.....

.....

Position

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(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)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified ID copy)	N/A	05	N/A	
Disability (Attach Disability letter from a Doctor)	N/A	05	N/A	

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.

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>


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4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION
I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature Date

.....

Position Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



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T2.1 M CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)**2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:



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T2.1 N COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in Makhado Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the Tenderer's misrepresentation.



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T2.1 O REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

K1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs.

K2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
 - 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
 - 2) R2,5 million in respect of labour-only subcontractors
 - 3) R10 million in respect of Manufacturers

- 4) R15 million in respect of Suppliers
- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

K2.3 “Historically Disadvantaged Individuals (HDI)” means all South African Citizens

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

K2.4 Target values

- (a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	:	10%
ABE support	:	25%

- (b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff: 10%

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

K3 Preferential Procurement Point System Policy

The Procurement Policy to be used is included under section 21(b) of the Supply Chain Management Policy

K4 Contract Participation Performance (CPP)

K4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

K4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

K5 Training

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.



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T2.1 P EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS

1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 2.8.

Ownership	Percentage owned	Points claimed
-----------	------------------	----------------

1.1 Equity ownership by persons who due to the apartheid policy that had been in place, had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution")

	%
--	---	-------

1.2 Equity ownership by women	%
--------------------------------------	---	-------

2. DECLARATION WITH REGARD TO EQUITY

2.1 Name of firm	:
------------------	---	-------

2.2 VAT registration number	:
-----------------------------	---	-------

2.3 Company registration number	:
---------------------------------	---	-------

2.4 TYPE OF FIRM

<input type="checkbox"/>	Partnership
<input type="checkbox"/>	One person business / sole trader
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Limited

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

2.6 COMPANY CLASSIFICATION

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]

2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

T2.1 Q OTHER RETURNABLE DOCUMENTS:

Not limited to the following: A valid original tax clearance certificate; Copy of Company Registration Certificate; JV Agreement (if applicable); Proof of registration with CIDB; Copy of municipal rates and taxes (not older than 3 months); Certified copies of directors/shareholders/members; Certified copy of BBBEE certificate

2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.

[illegible]

*Indicate YES or NO

2.9 Consortium / Joint Venture

2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member **(to be consistent with paragraph 2.8)**:

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

*Indicate YES or NO:

2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Makhado Local Municipality may, in addition to any other remedy it may have –
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 SIGNATURE(S) of TENDERER(S)

2

DATE:

ADDRESS:

.....

.....

.....



MAKHADO LOCAL MUNICIPALITY

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CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY**RDP1(E) SCHEDULE OF LABOUR CONTENT**

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

The specified target value is 10%

Note: The full amount of this 10% target value should be obtained from Local Labour content. This 10% labour content shall be from the LOCAL COMMUNITY, the contractors own key, skilled and unskilled personnel will not be counted towards the said 10% of the contract amount minimum labour content.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER:



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RDP2(E) EMPLOYMENT OF ABE'S

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

Note: The ABEs shall be from the LOCAL COMMUNITY. Should no suitable ABEs be available from the LOCAL COMMUNITY, the following target areas shall be according to the next community levels upwards, being LOCAL MUNICIPALITY AREA, then DISTRICT MUNICIPALITY AREA and then only the LIMPOPO PROVINCE.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.
2. Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.
3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF ON THE TENDERER

.....



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RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies, the ratios of equity shareholding are to be replaced by the ratio of HDI and female retrospectivity at directorship level.

SIGNED ON BEHALF OF THE TENDERER

RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 30%. Refer Form T2.1 K, item 2.4(b). It is proposed to employ the following salaried personnel on this contract as supervisory staff:

(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDI as percentage of total %

Notes to tenderer:

- 1. If personnel are hourly paid, they cannot be classified as supervisory staff, regardless the nature of their duties.**
- 2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.**
- 3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.**

SIGNED ON BEHALF OF THE TENDERER



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RDP5(E) ABE DECLARATION AFFIDAVIT

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

RDP6(E) GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

**CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY
RDP7(E) ENTREPRENEURIAL TRAINING**

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

RDP8(E) ENGINEERING SKILLS TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER



BID No.: 63 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	DECLARATION OF GOOD STANDING REGARDING TAX	T.66
T2.2 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.67
T2.2 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	T.68

MAKHADO LOCAL MUNICIPALITY

T2.2 C DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES		Tender No:																				
		Closing Date:																				
DECLARATION OF GOOD STANDING REGARDING TAX																						
PARTICULARS																						
1.	Name of Taxpayer/Tenderer:																					
2.	Trade Name:																					
3.	Identification Number: (If applicable)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
4.	Company / Close Corporation registration number:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
5.	Income Tax reference number:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
6.	VAT registration number: (If applicable)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
7.	PAYE employer's registration number: (If applicable)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
8.	Monetary value of tender:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 150px; height: 30px;"></td> </tr> </table>																				
DECLARATION																						
<p>I, the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) Have been satisfied in terms of the relevant Acts; or</p> <p>(ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*</p>																						
<p>.....</p> <p>SIGNATURE</p>	<p>.....</p> <p>CAPACITY</p>	<p>.....</p> <p>DATE</p>																				
<p>PLEASE NOTE:* The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.</p>																						



MAKHADO LOCAL MUNICIPALITY

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CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

T2.2 D FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the employer.

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Name of Bank:
- b) Branch of Bank
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank:
- e) Telephone number of Bank: Code: Number:
- f) Account Number:
- g) Bank rating (include confirmation from bank or financial institution):
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

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

DATE:



MAKHADO LOCAL MUNICIPALITY

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CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

T2.2 E CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as the relevant Category 6CE or Higher
- Or
- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.



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MAKHADO LOCAL MUNICIPALITY

**CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY
RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE
CONTRACT**

T2.3 A	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE.....	T.70
T2.3 B	RATES FOR SPECIAL MATERIALS	T.71



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY**T2.3 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6 (Final)	R
TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT) DURATION.....(MONTHS)	

SIGNED ON BEHALF OF TENDERER:



BID No.: 63 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

T2.3 B RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of sub clause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumen's.

SIGNED ON BEHALF OF TENDERER:.....



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MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



BID No.: 63 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

PARTC1: AGREEMENT AND CONTRACT DATA

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MAKHADO LOCAL MUNICIPALITY
BID No.: 63 OF 2023
CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY
C1.1 FORM OF OFFER AND ACCEPTANCE
Offer

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

CONTRACT No.: 63 OF 2023: FOR CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....

Rand (in words); (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of organization)

Name and
signature of
witness

..... Date

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

PART 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 Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer.....

(Name and address or organization)

Name and
signature of
witness Date:

Schedule of Deviations

Item	Deviation 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 Contractor:

Signature(s)
 Name(s)
 Capacity

 (Name and address of organization)

Name and
signature of
witness Date:

For the Employer:

Signature(s)
 Name(s)
 Capacity

 (Name and address of organization)

Name and
signature of
witness Date:

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.

This AGREEMENT made at on this day of in the year between Makhado Local Municipality (hereinafter called “the Employer” on the one part, herein represented by in his capacity as and delegate of the Employer and (herein after called “the Principal Contractor”) of the other part, herein represented byin his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No.:...../...../.....for (description of contract)..... in theDistrict of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (Second Edition) as issued the South African Institution of Civil Engineering (hereinafter referred to as “the GCC 2010”), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2010.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “The Act”, together with its amendments and with special reference to the following Sections of The Act.
 - i. Section 8: General duties of employers to their employees.
 - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
 - iii. Section 37: Acts or omissions by employees or mandatories and

- iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Department of Roads and Transport. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for....., with effect from until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.

- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Department of Roads and Transport SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board the Department of Roads and Transport, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE: DATE.....

Copy to: The Chief Inspector - Department of Minerals and Energy

C1.3 PERFORMANCE GUARANTEE

THE MUNICIPAL MANAGER
Makhado Local Municipality
Private Bag X434
Makhado
1085

CONTRACT

I/We, the undersigned,

.....

acting herein in my/our capacity as

.....

..... and as such duly
authorized to represent

.....(Hereinaft
er referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said
Guarantor for the

obligations of.....
(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract
between the Municipal Manager of Makhado Local Municipality and the said Contractor,
and/or for the refund by the Contractor of any excess payments to the Contractor not due
and which cannot be recovered from the amount of the retention money to the credit of the
Contractor in terms of Clauses 6.2 and 6.10.1 of the General Conditions of Contract 2010,
and do further bind the Guarantor as surety and co-principal debtor with the Contractor for
any other amounts which may become payable to the said Municipal Manager from any
cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R
(..... %) of the contract amount) which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and
conditions of the said contract

and the Guarantor undertakes to pay the said amount of R
.....

or such portion thereof as may be demanded immediately on receipt of a written demand
from you in terms of Clause 6.2 of the General Conditions of Contract 2010. A certificate
under your hand shall be sufficient and satisfactory evidence as to the amount of the
Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to
be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become
due and payable by the Contractor to the Municipal Manager have been paid and you or the
said Municipal Manager shall always be entitled without your or the Municipal Manager's
rights being affected, to release securities, to give time, to compound or to make any other
arrangements with the Contractor, and any alteration or variation of the said Contract shall in
no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2010.

SIGNED at on this day of
20.....

AS WITNESSES:

1. GUARANTOR

ADDRESS:

.....

2.

ADDRESS:

.....



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made at on this theday ofin the year..... between MAKHADO LOCAL MUNICIPALITY (hereinafter) called “the Employer”) of the one part, herein represented by in his capacity asand delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997)), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.
5. The Contractor shall himself obtain the necessary authorisation for mining,

quarrying, blasting and crushing for all the borrow pit sites.

6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.
7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.
8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy)

In witness thereof the parties have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

C1.5 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

I, in my capacity as Municipal Manager of the Employer, MAKHADO LOCAL MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned Acts, hereby, in terms of Section 3(1) of the Act (as amended) appoint in his capacity as of the Contractor, of address: and contact number: to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act (as amended) for all the borrow pits on the project no.: for

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

I, having been appointed in terms of Section 4 of the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint in his capacity as of the Contractor as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

C1.6 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or

- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

C1.7 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... between MAKHADO LOCAL MUNICIPALITY (hereinafter) called “the Employer”) of the one part,

herein represented by in his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
 - a) all the requirements, regulations and standards of the Act, together with its amendments.
 - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.
4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

(To be printed on Contractor's letter head)

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN
FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT
NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMENDMENT ACT (ACT
NO. 72 OF 1997)**

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manager who is our client, 'Makhado Local Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number, on contract no **for the**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned: -

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure

that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

(To be printed on Contractor's letter head)

**APPOINTMENT OF RESPONSIBLE MINE SURVEYOR / COMPETANT PERSON:
REGULATION 2.12.2 AND 2.12.6 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE
HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE HEALTH
AND SAFETY AMEDEMMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been
appointed in terms of Section 3(1) of the Act (as amended), by the Director: Infrastructure
and Planning, who is our client, 'Makhado Local Municipality' and owner of the Mine(s) to be
worked under the requirements of the above mentioned Acts hereby, in terms of Regulations
2.12.2 and 2.12.6 of the Act as amended, appoint
..... as Competent Person responsible for mine
survey for the Contractor,

..... of address

and contact number, on all contracts in the Limpopo Province that are
undertaken by the contractor.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

(To be printed on Contractors letter head)

**APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF
REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH
AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND
SAFETY AMENDEMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Director: Infrastructure and Planning, who is our client, 'Makhado Local Municipality ' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

C1.8 CONTRACT DATA

C1.8.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (3rd Edition 2015) published by the South African Institution of Civil Engineering.

Section 1: Data provided by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.15	The employer is the MAKHADO LOCAL MUNICIPALITY .
1.1.15	The Engineer is Ntsako Tiyani and Associates (Pty)Ltd
1.2.1	The employer's address for receipt of communication is: Telephone: (015) 519 3109 facsimile: (015) 519 1195 e-mail: livhuwanit@makhado.gov.za Address: Private Bag X2596, Makhado, 0920
1.1.1.6	'Engineer' means any director, associate or professional engineer appointed by a director of Consulting Services to fulfil the functions of the Engineer in terms of the Contract Data.
1.2.1	The engineer's address for receipt of communication is: Tel: (015) 023 0026/072 389 8394 ; Fax: (015) 297 0598 E-mail: octavius@ntaconsulting.co.za Address: Unit no 2, 8A Landros Mare Street, POLOKWANE, 0700
1.1.1.12	The special non-working days are public holidays, Saturdays and Sundays.
1..1.1.12	The year-end break commences on 22 th December 2023 and ends on 02 th January 2024.
3.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties; 5. Approval from Makhado Local Municipality for the utilization of any Contingencies.

Clause	
6.2	The Guarantee is to contain the same wording as the document included as C1.3 under returnable documents.
6.2	The amount of the Guarantee is to be 10% of the Contract Price which need to be paid in cash or deducted from the monthly interim payments. The guarantee letter will not be acceptable.
6.2.2	The Guarantee is to be delivered twenty-one (21) days after the Letter of Acceptance.
5.3	The Works are to be commenced within 14 days of the Commencement Date taken as Date of Site Hand-over.
5.6	The Works programme is to be delivered within 14 days of the Commencement Date taken as Date of Site Hand-over.
8.6	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R.....
8.6.1.1.3	b) Professional fees not included in the Contract Price is R.....
8.6.1.3	The limit of the liability insurance required is equal to the contract price.
8.6.1.5	The following additional and varied insurances are required: Insurance of the works, Contract Price plus 10% of the contract price. (CAR & SASRIA.)
6.5.1	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.
5.5.1	The Works shall be completed within 6 months as envisaged by the employer.
5.13.1	The penalty for delay is R5000.00 of the contract sum per working day or part thereof.
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of "x" is 0,150</p> <p>The values of the co-efficient are:</p> $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bE_t}{E_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>CPA : Estimate more than R10 000 000.</p> <p>New Road Construction Rehabilitation Labour Intensive</p>

Clause	
	<p> $x = 0,150$ $a = 0,25$ 0,26 0.42 $b = 0,30$ 0,30 0.40 $c = 0,37$ 0,37 0.13 $d = 0,08$ 0,07 0.05 </p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Makhado.</p> <p>The base month is June 2023</p>
6.8.3	<p>The following are special materials:</p> <p>Bitumen binder extracted from petroleum-based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>Specified on Form T2.3 D.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>

Clause	
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of the tender sum (excluding CPA and VAT).
6.10.3	The limit of retention money is 10% of the tender sum (excluding CPA and VAT)
6.10.4	Minimum amount of interim payment certificate is R0.000.
6.10.5	A Retention Money Guarantee is NOT permitted.
1.1.1.13.1&7.8.1	The Defects Liability Period is twelve (12) calendar months after final completion date.
10.8.1	Disputes are to be referred to mediation.
58.4	Disputes are to be referred for final settlement to arbitration.
Special Clause in terms of RDP	<p>Requirements in terms of government's reconstruction and development programme.</p> <p>Target values</p> <p>In this contract the minimum target values shall be as follows:</p> <p style="padding-left: 40px;">Labour Maximisation : 10% ABE support : 25% HDI Supervisory Staff: 10%</p> <p>The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. No bonuses for achieving the set target values are applicable.</p>

Section 2: Data provided by the Contractor

Clause	
1.1.8	The contractor is
1.2	<p>The contractor's address for receipt of communication is:</p> <p>Telephone: Facsimile:</p> <p>e-mail:.....</p> <p>Address:.....</p>
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%.
42.1	The Works shall be completed within months as proposed by the contractor.
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in the schedule on page T2.3 B.
46.4	The Municipal rate for labours per day is R220, overtime will be calculated accordingly
46.5	The extension of time based on rainfall should be determine based on Method (ii) as outline in COLTO.
46.6	Labour Intensive items are identified and indicated on the on the Bill of Quantities as (LI).

C1.8.2 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following:

“4.1.1 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

4.1.2 Extent of Contractor' obligations

Add the following to this sub-clause:

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Construction Equipment, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender Documents, or Construction Equipment equivalent thereto, are on the site when required.”

4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

4.3.1.1 Mine Health and Safety Act, number 29 of 1996

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

4.4. SUBCONTRACTING

Add the following subclasses:

“4.4.7 Continuing obligation extending beyond date of completion of the work

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

4.4.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“4.9.2 Preclude seizure of construction equipment

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the

event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

4.9.3 Constructional plant brought to the site by the subcontractor

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor."

5. TIME AND RELATED MATTERS

5.4 ACCESS TO THE SITE

Add the following sub clause:

- 5.4.4** "If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof."

5.14 COMPLETION

Delete the following:

"5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5"

5.16 APPROVAL

5.16.1 Final Approval Certificate

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Engineer has issued the Final Approval Certificate.

6. PAYMENT AND RELATED MATTERS

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

6.6.1.2.1 In the first line after the word "sums" insert "excluding VAT"

6.6.1.2.2 In the fourth line after the word "amount" insert "excluding VAT"

6.10.5 Payment of retention money

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:"

"Retention money shall become due when the Engineer shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

6.11 VARIATIONS EXCEEDING 15 PER CENT

6.11.1 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	C.D.69
C2.2	BILL OF QUANTITIES	C.ERROR! BOOKMARK NOT DEFINED.
C2.3	SUMMARY OF BILL OF QUANTITIES.....	C.68
C2.4	CALCULATION OF TENDER SUM.....	C.69



MAKHADO LOCAL MUNICIPALITY

BID No.: 63 of 2020

CONSTRUCTION OF RIVONI TO XIHLOBYENI ACCESS ROAD IN MAKHADO LOCAL MUNICIPALITY

C2.1 PRICING INSTRUCTIONS

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum

has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be

any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

CDS Supplier Number.....

CDS UNIQUE NUMBER.....

C2.2 BILL OF QUANTITIES

CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SCHEDULE 1 : PRELIMINARY AND GENERAL						BOQ	
ITEM NO.	LABOUR INTENSIVE	PAYM. REF.	DESCRIPTION	UNIT	TENDER	RATE	AMOUNT
1.1		SABS 1200 A	<u>PRELIMINARY AND GENERAL</u>				
1.1.1		8.3	<u>FIXED CHARGE AND VALUE RELATED ITEMS</u>				
1.1.1		PSA 4.1	Contractual Requirements	Sum	1		
1.1.2		8.3.2	<u>Establish facilities on the site</u>				
1.1.2.1		8.3.2.1	i) <u>Facilities for Engineer</u>				
		PSA 4.5	a) Furnished offices (1x) and meeting facility	Sum	1		
			b) Contract Name board	No	1		
			c) Survey assistants and material	Sum	1		
1.1.2.2		8.3.2.2	ii) <u>Facilities for Contractor</u>				
			a) Offices and storage sheds	Sum	1		
			b) Living accommodation	Sum	1		
			c) Ablution and latrine facilities	Sum	1		
			d) Tools and equipment	Sum	1		
			e) Water supplies, electric power & communications	Sum	1		
1.1.4		8.3.4	Removal of Engineer's and Contractor's site establishment from site on completion of works.	Sum	1		
1.2		8.4	<u>TIME RELATED ITEMS</u>				
1.2.1		PSA 4.2	Contractual requirements	Month	6		
1.2.2		PSA 4.4	<u>Occupational Health and Safety</u>				
			Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:				
			a) Preparation of a Health & safety Plan	Sum	1		
			b) Compilation of a Risk Assessment prior to Construction	Sum	1		
			c) Health & Safety induction Training of employees	Sum	1		
			d) Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act	Sum	1		
			e) Implementation of the Health and Safety Plan over the entire construction period	Sum	1		
			f) Provisional sum for Safety Officer	Sum	1		
			g) Provisional sum for SHE REP	Sum	1		
TOTAL CARRIED FORWARD							

CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SCHEDULE 2: WATER NETWORK							
No.	LABOUR INTENSIVE	PAYM. REF.	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
2,1		SABS 1200DB	SITE CLEARANCE				
2.1.1			Clear vegetation and trees of girth up to 1m.	m	980		
2,2		SABS 1200DB	EXCAVATION				
2.2.1		8.3.2a)	Excavate in all materials for trenches for 50 HDPE pipes and smaller. Rates to include backfill, compact and dispose of surplus material				
			a) Up to 1,0 m deep	m	980		
			b) From 1,0 m not exceeding 1,5 m deep	m	200		
2.2.2		8.3.2b)	Extra-over item 2.2.1 and 2.2.2 for:				
			a) Hard rock excavation (Provisional)	m ³	60		
2.2.3		8.3.2c)	Excavate and dispose of unsuitable material from trench bottom	m ³	50		
2.2.4		8.3.3	Excavation ancillaries:				
		8.3.3.1	Make up deficiency in backfill material (Provisional)				
			a) By importation from designated borrow pit	m ³	0		
2.2.5		8.3.3.3	Compaction in road reserves	m ³	0		
2.2.6		8.3.3.4	Overhaul:				
			a) Long overhaul (Provisional)	m ³ .km	121		
2,3		SABS 1200LB	PIPE BEDDING				
	LI	8.2.1	Selected granular material for bedding cradle from:				
			a) Trench excavation	m ³	356		
	LI	8.2.2	Provision of selected fill material from:				
			a) Trench excavation	m ³	356		
2,4		SABS 8.2.2	Supply and install fittings to be suitable for coupling directly (mechanically) onto pipes. Each fitting socketed for mechanical jointing. Fittings for uPVC pipe Class 16 and to be of uPVC (unless otherwise specified):				
	LI	8.2.2	Bends				
			a) 50 mm dia x 22.5 degrees	no	5		
	LI		b) 50 mm dia x 45 degrees	no	5		
	LI		c) 50 mm dia x 90 degrees	no	10		
TOTAL CARRIED FORWARD							
CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SCHEDULE 2: WATER NETWORK							
No.		PAYM. REF.	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
2,5		SABS 1200L	VALVES				
		8.2.3	Gate valves				
			Supply and install gate valves, waterworks pattern in compliance with SABS 664, with resilient, rubberised metal gate, cap top, plain thrust collar, non-rising spindle, clockwise (right-hand) closing.				
2.5.1	LI		a) 50mm dia socketed valve	no	4		
TOTAL CARRIED FORWARD							

CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SCHEDULE 2: WATER NETWORK							
No.		PAYM. REF.	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
2.5.1	LI	8.2.2	<u>Supply and install of stand pipe</u> Complete as per drawing	no	1		
2.6		SABS 1200LF 8.2.1	<u>HDPE pipe</u> Supply, lay, bed and test the following SABS approved High Density Poly type IV/10 pipe. Rate to include excavation for trenching 500mm deep, connecting to water mains and connecting to water meter assembly and backfill to 90% MOD AASHTO Density.				
2.7	LI	SABS 1200L PSL 4.1	d) 50mm dia HDPE pipe <u>MISCELLANEOUS</u> <u>Valve box for gate valve</u> Sleeved Valve box as detailed on construction drawing complete:	m no	980 2		
2.8			<u>SECTIONAL STORAGE TANK</u>				
2.8.1			Supply, design and erect new 2 x 10 000 litres of Jojo Tanks elevated on 3m steel stand complete with inlet, outlet, overflow and scour connections, access ladder (outside and inside) with protection, access cover, air vent and level indicator, Pipe work complete as detailed and Foundation. (80L/p/dx250)	PC Sum	1	R 100 000,00	100 000,00
2.8.2			Handling cost and profit in respect of item 2,8,1	%	100 000,00		
2.8.3			Testing for the Water Tightness test for the Tank	sum	1		
2.9		8.5	<u>SIGHTING, DRILLING, TESTING AND EQUIPPING OF BOREHOLE INCLUDING ALL ELECTRICAL EQUIPMENTS</u>				
2.9.1			Allow provisional sum for drilling, testing and equipping of boreholes with submeaseable electrical pump including all connections	PC Sum	1	R 100 000,00	100 000,00
2.9.2			Allow provisional sum for supply ,delivery and install Irrigation Sprinklers	PC Sum	1	R 20 000,00	20 000,00
2.9.3			Handling cost and profit in respect of item 2,9,1 and 2,9,2	%	120 000,00		
TOTAL FOR SCHEDULE 2 CARRIED TO SUMMARY							

CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SCHEDULE 3: SEWER RETICULATION NETWORK							
No.	LABOUR INTENSIVE	REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3,1		SABS 1200DB	SITE CLEARANCE				
3.1.1		8.3.1a)	Clear vegetation and trees of girth up to 1m.	m	30		
3,2		SABS 1200DB	EXCAVATION				
3.2.1		8.3.2a)	Excavate in all materials for trenches for 315 DN pipes and smaller. Rates to include backfill, compact and dispose of surplus material				
			a) Up to 1,5 m deep	m	30		
3.2.2		8.3.2b)	Extra-over item 2.2.1 for:				
			a) Intermediate Excavation (Provisional)	m ³	3		
3.2.6		8.3.3.4	Overhaul:				
			a) Limited overhaul (Provisional)	m ³			
			b) Long overhaul (Provisional)	m ³ .km	35,95		
3,4		SABS 1200LB	PIPE BEDDING				
3.4.1			Selected granular material for bedding cradle from:				
	LI	8.2.1	a) Trench excavation	m ³	9,00		
			b) From Commercial Source	m ³	9,00		
TOTAL CARRIED FORWARD							
CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SEWER RETICULATION NETWORK							
No.		REF	DESCRIPTION	UNIT	ORIGINAL QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
3,6		1200LD	SANS 1601 (2004) TYPE 1 UPVC PIPES (Stiffness class 340)				
3.6.1		8.2.1	<u>Supply, lay, bed, test and disinfect the following uPVC pipes on Class B (Complete with Couplings):</u>				
	LI		a) 110mm uPVC Class 34	m	30		
3.6.2		8.2.2	Extra-over items 3.5.1 for:				
			Cutting and trimming pipes to form closure pieces at manholes in accordance with manufacturer's specifications:				
			a) 110 mm dia	no	2		
3,7		SABS 1200LD	MANHOLES				
3.7.1		8.2.3	Construction of precast manholes including Type 2A cover and frame, spacer rings, benching, channelling, concrete blinding layer, inlet and outlet, pipes, junctions, tapers, channel sections in floor slab, step irons as shown on the drawings. For depths measured from top of cover slab to bottom of base up to but not exceeding:				
	LI		a) Up to 1,5 m deep	no	2		
3,8		1200L					
		8.2.7	Encasing of pipes in concrete using 25/19mm stone:	m ³	2		
3,9			Test manholes for watertightness	sum	1		
			Construct complete of 25kl septic tank with all pipe connection as per drawings (100l/p/dx250) (Prefab)	PC Sum	1	100000	100 000,00
			Handling cost and profit	%	100 000,00		
TOTAL SCHEDULE 3 CARRIED FORWARD TO SUMMARY							

CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY

SCHEDULE 5: SOCCER AND RUGBY PITCH

ITEM NO	LABOUR INTENSIVE	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5.1			SOCCER AND RUGBY PITCH				
5.1.1		SANS 1200DM	EARTHWORKS				
5.1.1.1	LI	8.3.2(a)	Hering Bone Sub Soil drainage including 110mm diameter sleeves	m ²	2500		
5.1.1.2		8.3.2 b	Remove crusher run, stockpile and maintain	m ³	420		
5.2			CUT TO FILL				
5.2.1		8.3.3	Topsoil 150mm compact to 90% Mod. AASHTO maximum density	m ³	2592		
5.3			TREATMENT OF SOCCER PITCH BED				
5.4.1		8.3.3(a)	Pitch bed preparation (150 mm thick) and compaction of material to 93% Mod. AASHTO maximum density	m ³	1296		
5.5		1200MK	KERBING AND CHANNELING				
		8.3.4	CONCRETE KERBING AND CHANNELING				
5.5.1	LI		(a) Pitch perimeter kerb (to match existing)	m	245		
5.6			FOOTBALL AND RUGBY TURF				
5.6.1	LI		Supply, deliver, of Kiyuku grass pitch	m ²	12960		
5.6.2			Supply, Deliver, Install, Regulation football Goal Post Net 2.44m high and 7.32m wide	Set	1		
5.6.2			Supply, Deliver, Install, Regulation Rgby Goal Post.	Set	1		
TOTAL FOR SECTION F (CARRIED FORWARD TO SUMMARY)							

CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SCHEDULE 7: CHANGE ROOMS							
ITEM NO.	LABOUR INTENSIVE	PAYM. REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
7		SABS 1200 D	SECTION: EARTHWORKS				
7.1			a) Clear and grub site and make good the proposed extension area	m ²	0		
	LI	8.3.3a)	Excavate for all foundations in all materials, and place within freehaul distance for	m ³	23		
	LI		b) excavate for strip foundations in all materials, and use for backfill or embankment, or dispose	m ³	8		
	LI		c) Prepare new surface by ripping and compacting a 150mm layer to 90% MOD AASHTO density	m ³	60		
	LI		Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density				
			d) Hardcore Filling				
7.2		SABS 400	SECTION: BUILDING WORK				
	LI		Brickwork				
			a) 230 mm thick Cavity wall, external:external skin facebrick, internal: internal skin common brick	m ²	150		
			b) 230mm thick, both skins common brick standard	m ²			
			c) 115mm thick beamfilling, external:external skin facebrick	m ²	150		
7.2.1	LI		Plasterwork				
			10mm thick, wood-float finish				
	LI		a) internal	m ²	300		
			Screeds				
			b) Floors: 30mm Average	m ²	150		
7.3		SABS 1200G	SECTION: CONCRETE STRUCTURAL				
7.3.1	LI	8.2.1	FORMWORK				
			Rough vertical formwork to sides of aprons	m ²	25,00		
			Rough formwork to shape aprons	m ²	25,00		
7.3.2	LI	8.3.1	REINFORCEMENT				
			High yield steel bars				
			i) in footings	t	8,00		
			High tensile welded mesh reinforcement				
			i) Ref 245	m ²	250		
7.3.3			CONCRETE				
		8.4.3	a) Blinding layer (foundations only)				
			Class 10MPa/19mm 50mm thick	m ³	0		
	LI		b) Strip footings - Class 25MPa	m ³	22		
TOTAL CARRIED FORWARD							
CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SCHEDULE 7: CHANGE ROOMS							
TOTAL BROUGHT FORWARD							
	LI		c) Steps - Class 25MPa	m ³	0		
	LI		d) Surface beds - Class 25MPa	m ³	23		
	LI		e) Apron around building - Class 25MPa	m ³	6		
7.4			IRONMONGERY				
			PC AMOUNTS				
7.4.1			LOCKS				
			a) Allow for Two lever lock set				
	LI		Chromium plated	No	0		
			b) Allow for Four lever lock set				
			Chromium plated	No	16		
7.4.2			SINK FITTINGS				
			including chromium plated end brackets, plugged to plastered	Nil			
7.4.3	LI		LOCKERS				
			a) 450 w x 450 d x 1800mm high bolted	No	16		
7.5			METALWORK				
7.5.1	LI		PRESSED STEEL DOOR FRAMES				
			1.2mm single rebated frames suitable for one brick walls				
			a) Frame for door size 813 x 2032mm high	No	16		
7.5.2	LI		ALUMINIUM WINDOWS				
			Refer to window schedule drawing				
			a) WO1	No	8		
			b) WO2	No	14		
7.6	LI		SECTION: TILING				
			floors, toilets and kitchen				
			a) Floor tiling (300x300)	m ²	150		
			b) Wall tiling (150x150)	m ³	100		
7.7	LI		CEILING AND PARTITIONS				
			SUSPENDED CEILINGS.				
7.7.1			600 x 600 x 12mm ceiling panels including grid	m ²	150		
TOTAL CARRIED FORWARD							

CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY						
SCHEDULE 7: CHANGE ROOMS						
TOTAL BROUGHTFORWARD						
	LI		CARPENTRY AND JOINERY			
			EAVES, VERGES, ETC			
			Pressed fibre-cement			
			a)15 x 225mm Fascias and barge boards including galvanised steel H-profile jointing strips	m	150	
	LI		DOORS ETC			
			Semi-solid core flush panel doors with concealed hardwood edges, 3mm plywood cladding and commercial venner			
			a) 40mm Door 813 x 2032mm high	No	16	
			BENCHES			
			'Greenfield WMA001" Wall mounted	m	20	
7,8	LI		PLUMBING			
			Provide plumbing complete with fittings (bends, inspection eyes, gate valves and chambers) and finishes and connection to existing system (external)	Sum	1	
			a) Supply and install complete WC with class "A' heavy duty toilet seats and fittings to water and waste .	No	7	
			b) Supply and install complete paraplegic WC with class "A' heavy duty toilet seats and fittings to water, waste and grab rails	No	7	
			basins complete with water fittings and waste fittings, plugs, traps and connect to waste pipe	No	6	
			d) Supply and connect to cold water 15mm "Cobra" type taps to wash hand basins	No	6	
			e) Fire Extinguisher	No	2	
			g) Supply and instal Shower Complete with arm and drainage	No	4	
			h) Supply and install SABS appoved Toilet roll holder	No	8	
			i) Supply and install SABS appoved soap holder	No	4	
			j) Supply and install SABS appoved soap dispenser	No	0	
			k) Supply and install SABS appoved SHE bin	No	0	
			l) Supply and install SABS appoved Hand dryer	No	2	
TOTAL CARRIED FORWARD						
CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY						
SCHEDULE 7: CHANGE ROOMS						
TOTAL BROUGHTFORWARD						
			m) Supply and install SABS appoved extractor fans	No	0	
7.9	LI		PAINTING			
			a) Supply material and do all preparation work for paint on walls according to manufacturers specifications.	m ²	150	
			b) Do preparation work on ceiling and supply paint and paint all ceilings with two coats Plascon white PVA.	m ²	150	
			c) Supply paint and paint walls with two coats Plascon Expression (colours to be confirmed)	m ²	50	
			d) Supply paint and paint door frames, burglar proofs and window frames with Universal under coat and two coats	m ²	50	
			e) Supply and sprypaint (Green) of the roof	m ²	900	
7.10	LI		ELECTRICAL			
			Provide all electrical fittings including cables and DB.			
			a) First fixing complete with conduits, wiring and accessories	Sum	1	
			b) Allow for double socket outlets	No	12	
			c) Allow double-tube shallow surface mounted flourescent energy saving light fittings in ceiling	No	0	
			d) Allow 40W energy saving light fittings in toilets	No	0	
			Provide Certificate of Competence	Sum	1	
7.11	LI		ROOFING			
7.11.1			a) Install roof complete with timber trusses, aluminium foil insulation and 0.58IBR sheets powder coated	PCSum	1	25000
7.11.2			complete with holding bits and brackets	PCSum	1	5000
7.11.3			Overheads, charges and profit on 7,11,1 and 7,11,2	%	R 30 000,00	
TOTALFOR SCHEDULE 8 CARRIED TO SUMMARY						

CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SCHEDULE 8: GUARDHOUSE AND ENTRANCE							
ITEM NO.	LABOUR INTENSIVE	PAYM. REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
8		SABS 1200 D	SECTION: EARTHWORKS				
8.1			a) Clear and grub site and make good the proposed extension area	m ²	0		
	LI	8.3.3a)	Excavate for all foundations in all materials, and place within freehaul distance for				
			b) excavate for strip foundations in all materials, and use for backfill or embankment, or dispose	m ³	10,8		
			c) Prepare new surface by ripping and compacting a 150mm layer to 90% MOD AASHTO density	m ³	8		
			Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density	m ³	8		
			d) Hardcore Filling				
8.2	LI	SABS 400	SECTION: BUILDING WORK				
			<u>Brickwork</u>				
			a) 230 mm thick Cavity wall, external:external skin facebrick, internal: internal skin common brick	m ²	90		
			b) 230mm thick, both skins common brick standard	m ²			
			c) 115mm thick beamfilling, external:external skin facebrick	m ²	90		
8.2.1	LI		<u>Plasterwork</u>				
			10mm thick, wood-float finish				
			a) internal	m ²	180		
			<u>Screeds</u>				
			b) Floors: 30mm Average	m ²	50		
8.3		SABS 1200G 8.2.1	SECTION: CONCRETE STRUCTURAL				
8.3.1	LI		FORMWORK				
			a) Rough vertical formwork to sides of aprons	m ²	18		
			b) Rough formwork to shape aprons	m ²	18		
			c) Rough formwork Worktop	m ³	0		
8.3.2	LI	8.3.1	REINFORCEMENT				
			High yield steel bars				
			i) in footings	t	4		
			High tensile welded mesh reinforcement				
			i) Ref 245	m ²	25		
8.3.3	LI		CONCRETE				
		8.4.3	b) Strip footings - Class 20MPa	m ³	16		
TOTAL CARRIED FORWARD							
CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY							
SCHEDULE 8: GUARDHOUSE AND ENTRANCE							
TOTAL BROUGHT FORWARD							
			d) Surface beds - Class 25MPa	m ³	8		
			e) Apron around building - Class 25MPa	m ³	4		
8.4	LI		IRONMONGERY				
8.4.1			LOCKS				
			a) Allow for Two lever lock set Chromium plated	No	Nil		
			b) Allow for Three lever lock set Chromium plated	No	3		
			Allow for attendance on above ironmongery requirements	Item			
			Allow for profit on all	Item			
8.4.2	LI		SINK FITTINGS				
			including chromium plated end brackets, plugged to	No	1		
8.5			METALWORK				
8.5.1	LI		PRESSED STEEL DOOR FRAMES				
			1.2mm single rebated frames suitable for one brick walls				
			a) Frame for door size 813 x 2032mm high	No	3		
			Channels				
			b) 70 x 50 x 5mm Angle section	m	3		
8.5.2	LI		ALUMINIUM WINDOWS				
			Refer to window schedule drawing				
			a) WO1	No	1		
			b) WO2	No	1		
8.6	LI		SECTION: TILING				
			Supply and install Ceramic tiling (to SABS specification) on floors, toilets and kitchen				
			a) Floor tiling (300x300)	m ²	50		
			b) Skirting (75mm)	m	75		
8.7	LI		CEILING AND PARTITIONS				
			CEILINGS.				
8.7.1			(refer to architect's drawing) supported by existing trusses 450mm centers	m ²	50		
TOTAL CARRIED FORWARD							

CONSTRUCTION OF TSHIVHUYUNI SPORTS FACILITY		
	TENDER NO: 63 OF 2023	
SUMMARY OF SCHEDULES		
SCHEDULE 1:	PRELIMINARY AND GENERAL	
SCHEDULE 2 :	WATER RETICULATION NETWORK AND GRAVITY WATER MAIN	
SCHEDULE 3 :	SEWER RETICULATION NETWORK	
SCHEDULE 4 :	EARTHWORKS AND LAYERWORKS	
SCHEDULE 5 :	SOCCER PITCH AND RUGBY	
SCHEDULE 6 :	COURTS	
SCHEDULE 7 :	CHANGE ROOMS	
SCHEDULE 8 :	GUARDHOUSE & ENTRANCE	
SCHEDULE 9 :	PERIMETER FENCE AND GATE	
SCHEDULE 10 :	STEEL GRAND STAND	
SCHEDULE 11 :	OUTDOOR GYM	
SCHEDULE 12 :	STORM WATER	
SUB TOTAL 1		
ADD 10% CONTINGENCIES		
SUBTOTAL 2		
ADD 15% VAT		
TOTAL CONSTRUCTION COST		

THE CONTRACT

PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



BID No.: 63 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS
C3.2	ENGINEERING.....
C3.3	PROCUREMENT.....
C3.4	CONSTRUCTION.....
C3.5	MANAGEMENT OF THE WORKS.....

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

The employer's objectives are to deliver municipal infrastructure to the Tshivhuyuni Village Settlement community while making optimum use of local labour., and to stimulate the economy of the area by providing all weather access to markets, creating jobs for locals during construction and creating business opportunities for local contractors and SMME's. The project implementation will be designed to maximise EPWP sector quotas and opportunities

C3.1.2 Overview and Location of Works

The site is located on the Southern side of Elim Hospital along the R578 to Giyani, East of Mbokota Village.

Site Coordinates are as follows: 23°14'13.52"S, 30°5'2.49"E

C3.1.3 Extent of Works

The status quo of the site is a gravel soccer field which needs to be upgrade to a Combi Courts which consists of Tennis Court, Basketball Court, Volley Ball Court and Netball Court. Also, the outdoor gym, grass soccer field, steel grand stand, guard house and change rooms including ablution blocks with concrete palisade fence around the site.

1. PROJECT DESCRIPTION

The project entails the construction of the following:

- 1) Surveying, Pegs and Earth works.
- 2) Construction of Soccer and Rugby Field with normal grass (Turf).
Supply and plant Normal Grass (Kikuyu).
150mm In-situ-Roadbed compacted to 93% MOD.
150mm G5 Selected layer compacted to 96% MOD.
- 3) Construction of spectator steel grandstand.
- 4) 1055m Construction of the Concrete Palisade Fencing.
- 5) Electrification of the facility.
- 6) Construction of Ablution block and Change rooms Facility.
- 7) Installation of Floodlights.
- 8) Construction of Four in one Combi Court

Spraying of wild plant poison on the court & surrounding areas of the court.

Supply of all the materials (Crusher stone – G1; 13.2mm; 6.7mm, DM4, Fibre, oxides, SS60 Liquid Tar, Silica sand/ washed; plaster sand, Poles, Nets & Line Marking Paint) needed for the Construction of the Combi Court.

150mm In-situ-Roadbed compacted to 93% MOD.

150mm G5 Selected layer compacted to 96% MOD.

Laying of a Bara-Mesh sheet all over the Court or apply P.V.C sheeting and install fibre flex to tighten the surface floor of the court.

250Mpa Mesh concrete

Apply and compact layer of 15mm Asphalt.

Colouring the interior of the court with green, and red on the edges, & line markings with white paint for volleyball net posts with yellow for netball.

Supply & installations of permanent netball goal post, (poles) and rings and removable volleyball net posts with sleeves (goal post must be painted in antique green gloss enamel paint)

Supply and installation of netball and volleyball new courts nets.

Hooks and winders all inclusive.

Design & constructing of a 3.6m high structure of the fence with one 1.8 x0.9m gate (the structure of the fence must be painted with antique green gloss enamel paint)

Supply & installation of 3.6m height chain – link galvanized diamond mesh fence, all posts and rails 3.6 high, painted with antique green gloss enamel paint

9) Installation of Turf (Kikuyu) irrigation system.

10) Construction of the security /ticket booth.

11) Borehole including the Steel Tank Stand (with 2x10 000L Jojo Tanks).

12) 25kl Septic Tank. (Prefab)

13) Guard house

14) Indigenous Games

15) Outdoor Gym

16) Building of 5 Bedroom House of Mkhetsi/Tshabalala Family.

C3.1.4 Location of the Works

The project is located at Tshivhuyuni Village settlement, which is approximately 30km South of Makhado, 16Km from within the jurisdiction of Makhado Local Municipality

C3.1.5 Temporary Works

The Contractor is to set up a site office for his use as well as for the Engineer's use. The contractor shall submit proposals relating to the site offices and infrastructure to Engineer for approval. The site office to meet the relevant sanitation requirements.

At the end of construction, the temporary works to be dismantled and the site restored as far as possible to what it is.

C3.1.6 General Information

C3.1.6.1 Drawings

The reduced drawings contained in Annexure C5.2 that form part of the Tender document shall be used for Tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and

constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts Tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

C3.1.7.1 Payment for the labour-intensive component of the works

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2 Applicable labour laws

Sectorial determination 2: Civil engineering sector

C3.2 ENGINEERING

C3.2.1 Design

(a) The **Employer** is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

(b) The **Contractor** is responsible for the design of the temporary Works and their

compatibility with the permanent Works.

- (c) The **Contractor** shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Employer's Design

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries.

C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

C3.3 PROCUREMENT

C3.3.1 Preferential Procurement Procedures

C3.3.1.1 The Contractor's attention is drawn to the following returnable schedules contained in Part T2:

- a) Empowerment and Preferential Procurement and
- b) Enterprise Declaration Affidavit

C3.3.1.2 These schedules contain all requirements with regard to preferential procurement.

C3.3.2 Subcontracting

- a) The Contractor is obliged to utilise any subcontractors specifically nominated by the Contractor, where in the opinion of the employer the contractor cannot provide a subcontractor that is deemed to be sufficiently experienced and can perform the task at a reasonable market related price.
- b) The Contractor may be required to utilise local subcontractors for the completion of unskilled labour based sections of the works and for the reinstatement of asphalt surfacing within the road reserve.
- c) The Contractor is responsible for work executed by subcontractors on his behalf.
- d) The Engineer will not negotiate directly with subcontractors and all problems relating to payments, programming, workmanship, etc., are matters between the Contractor and his subcontractors.

C3.4 CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
 - (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE		Tel : (011) 805-5947
Waterfall Park	/ Postnet Suite 81	Fax : (011) 805-5971
Howick Gardens	/ Private Bag X65	
Vorna Valley	/ Halfwayhouse	Contact Person : Angeline Aylward
Becker Street	/ 1685	
Midrand		

- (b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and

the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.
- (d) Latest **Sabita Manual**, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11
1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

C3.4.2.2 Amendments to the Standard Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

C3.4.2.3 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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

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

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

EPWP Special Project Specification

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods.

Employer’s objectives

The employer’s objectives are to deliver public infrastructure using labour intensive methods.

Labour-intensive works

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data . Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

Requirements for the sourcing and engagement of labour.

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

The rate of pay set for the SPWP is R 60 per task or per day. (Insert value determined by public body in terms of clause 2.2 of these Guidelines)

Tasks established by the contractor must be such that:

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

The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

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

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

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

- a) 55 % women;
- b) 40% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

Specific provisions pertaining to SANS 1914-5

Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

Contract participation goals

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

Variations to SANS 1914-5

The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

Training of targeted labour

The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026

The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.

An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5,

Construction and management requirement for works contracts- Part 5: Earth works activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

- a) Granular materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) cohesive materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

TRENCH EXCAVATION

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

EXCAVATION

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

CLEARING AND GRUBBING

Grass and small bushes shall be cleared by hand.

SHAPING

All shaping shall be undertaken by hand.

LOADING

All loading shall be done by hand, regardless of the method of haulage.

HAUL

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

1. SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

- (i) **VOLUME 1:** The JBCC Principal Building Agreement Edition 6.1 of 2014 and Specific Contract Data.
- (ii) **VOLUME 2:** The Standard Specifications applicable to this Contract are the “SANS 1200” published by the South African Bureau of Standards. Contractors are to obtain their own copies of this document.
- (iii) **VOLUME 3:** The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract, Project Specifications, Schedule of Quantities, Form of Bid, and other documents.
- (iv) **VOLUME 4:** Set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume).

NOTE:

- 2. **SUBMISSION OF BID** – of the above documents, **only VOLUME 3 is to be submitted.**
- 3. Volume 1 and 2 are obtainable from the Joint Building Contracts Commission (JBCC)

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4. ANNEXURE A: CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

(i) **PAM 1 INTRODUCTION AND BACKGROUND**

(ii) **PAM 1.1 BACKGROUND TO THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

The Construction Regulations (February 2014) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

(iii) **PAM 1.2 PURPOSE OF THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (February 2014) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan. These specifications in no way release Contractors from compliance with the relevant Legal requirements.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. cost, programme environment, etc.

(iv) **PAM 1.3 IMPLEMENTATION OF THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when pricing his tender. The Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn price their bids accordingly.

(v) **PAM 2 PRE-CONSTRUCTION HEALTH AND SAFETY**

SPECIFICATION PAM 2.1 SCOPE

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the Construction of Tshivhuyuni Sport Facility. The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employee

(vi) **PAM 2.2 INTERPRETATIONS**

(vii) **PAM 2.2.1 Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

(viii) **PAM 2.2.2 Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (February 2014) shall apply.

(ix) **PAM 2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS**

(x) **PAM 2.3.1 Notification of Intention to Commence Construction Work**

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the Client prior to work commencing on site.

(xi) **PAM 2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site**

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included. See Annexure B.

(xii) **PAM 2.3.3 Competency for Contractor's Appointed Competent Persons**

Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (February 2014). Proof of competence for the various appointments must be included.

PAM 2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993(COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

(xiii) **PAM 2.3.5 Occupational Health and Safety Policy**

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

(xiv) **PAM 2.3.6 Health and Safety Organogram**

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

(xv) **PAM 2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment**

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

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

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or the Client's Representative.

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

(xvi) **PAM 2.3.8 Health and Safety Representative(s)**

The Principal Contractor and all other Contractors shall, after due consultation with the parties concerned, ensure that an H&S Representative is appointed in writing as soon as there are 20 persons employed on a site. Additional H&S Representatives are required once the workforce exceeds 50 persons. Copies of the appointments are to be attached to the H&S plan. Each H&S Representative(s) is to be trained to carry out their respective functions and must carry out regular inspections, keep records, and report all findings to the responsible person forthwith, and also at the next H&S meeting. Copies of these documents are to be kept in the Project H&S File.

(xvii) **PAM 2.3.9 Health and Safety Committees**

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's Responsible Person.

PAM 2.3.10.1 Induction

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

PAM 2.3.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on an environmental related issue.

PAM 2.3.10.3 Competency of Site Personnel

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

PAM 2.3.10.4 Rules of conduct.

Principal contractors, their sub-contractors and all employees under their control, including any visitor brought onto site must adhere to the following rules of conduct onsite.

YOU MAY NOT:

- Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanor show symptoms of possible narcosis or drunkenness shall be removed from site.
 - Indulge in practical jokes, horseplay, fighting or gambling.
 - Destroy or tamper with safety devices, symbolic signs, or willfully and unnecessarily discharge fire extinguishers.
 - Bring onto site or have in your possession a firearm or lethal weapon.
 - Assault, intimidate or abuse any other person.
 - Operate construction equipment (vehicles or plant) without the necessary training, license and authorization.
 - Display insubordination towards any supervisor, foreman or Manager, in respect of carrying out properly issued instructions or orders for health and Safety reasons.
 - Enter any area where you have no business, unless authorized to do so by the person in charge.
 - Negligently, carelessly or willfully cause damage to property of others.
 - Refuse to give evidence, or deliberately make false statements during investigations.
-

(xix) **PAM 2.3.11 General Record Keeping**

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (February 2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

PAM 2.3.11.1 Inspections

The following items must be regularly inspected and maintained (where applicable) and appropriate records kept on site:

- First Aid dressing registers.
- Fire equipment
- Lifting equipment
- Lifting Gear
- Portable electrical equipment
- Stacking and storage inspections
- Explosive power tools
- Materials hoist (where applicable)
- Pressure Vessels
- Ladders
- Excavations
- Safety harnesses
- Scaffold - static and mobile.
- Pneumatic tools
- Construction vehicles and mobile plant.
- Health and Safety Representative's checklists.

(xx) **PAM 2.3.12 Health & Safety Audits, Monitoring and reporting**

The Client (or the Client's Representative) shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client's audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub-Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, and make them available on request.

(xxi) **PAM 2.3.13 Emergency Procedures**

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

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of specific types of emergencies;
- Information on hazardous material/situations.

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

(xxii) **PAM 2.3.14 First Aid Boxes and First Aid Equipment**

The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be qualified or sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on- site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Sub Contractors with more than 5 employees shall supply their own first aid box. Sub-Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

(xxiii) **PAM 2.3.15 Accident/Incident Reporting and Investigation**

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly. Where necessary, in terms of Clause 24(1) of the Occupational Health & Safety Act, incidents shall be reported to an inspector.

(xxiv) **PAM 2.3.16 Hazards and Potential Situations**

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

(xxv) **PAM 2.3.17 Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls.

(xxvi) **PAM 2.3.18 Occupational Health and Safety Signage**

The Contractor shall provide adequate on-site OHS signage. Including but not limited to 'no unauthorized entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g., access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

(xxvii) **PAM 2.3.19 Permits**

Permits may be required for certain activities and these are not limited to but may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Use of cradles
- Excavation

(xxviii) **PAM 2.3.20 Contractors and their Sub-contractors**

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (February 2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

(xxix) **PAM 2.3.21 Non-Compliance**

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

(xxx) **PAM 2.4 SPECIFIC PROJECT REQUIREMENTS**

(xxxi) **PAM 2.4.1 Demolition Work**

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client. Approval will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations (February 2014).

(xxxii) **PAM 2.4.2 Excavations, Shoring, De-watering or Drainage**

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- The excavations are inspected before every shift, each occurrence of rain or change to the excavation / shoring and a record is kept thereof;
- Any excavation shall be adequately shored if people are required to work in the excavation and the depth is more than 1.5 meters or where conditions render this

(xxxiii) ***PAM 2.4.3 Edge Protection and Penetrations***

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include (where applicable) protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

(xxxiv) ***PAM 2.4.4 Explosives and Blasting***

The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work. All blasting work shall comply with Explosives Act and Regulations.

(xxxv) ***PAM 2.4.5 Piling***

The Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work.

(xxxvi) ***PAM 2.4.6 Stacking of Materials***

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

(xxxvii) ***PAM 2.4.7 Speed Restrictions and Protection***

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

(xxxviii) ***PAM 2.4.8 Hazardous Chemical Substances (HCS)***

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

(xxxix) ***PAM 2.4.9 Asbestos***

The Principal Contractor is responsible for ensuring that all work involving asbestos complies with the Asbestos Regulations. Any Contractor involved in asbestos work must obtain temporary registration as an asbestos contractor

Written safe work procedures and the relevant risk assessments must govern all asbestos work. An asbestos contractor must provide exposed employees with the necessary training and information regarding asbestos, as well as the necessary personal protective equipment. Wetting down and low speed cutting techniques must be employed wherever possible to prevent airborne asbestos.

Any work involving friable asbestos (e.g. lagging or insulation), which falls under the definition of Demolition work as defined under the Asbestos Regulations, Shall utilise an Approved Inspection Authority to carry out air monitoring, and a decontamination unit must also be provided.

(xi) **PAM 2.4.10 Construction Equipment**

“Construction Equipment” includes all types of equipment including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The Principal Contractor shall ensure that all such construction equipment complies with the requirements of the OHS Act 85/1993 and Construction Regulations (February 2014). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction equipment used on site. Only authorised/competent persons are to use machinery and only under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proof of medical tests as required by the Construction regulations shall be made available for inspection by the Client.

Vehicles shall not enter the site with:

- Defective exhaust systems
- Serious oil or fuel leaks
- Unsafe bodywork or loads
- Non standard equipment fitted.
- Improperly seated passengers
- Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

(xli) **PAM 2.4.11 Vessels under Pressure (VuP) and Gas Bottles**

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

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;

(xlii) **PAM 2.4.12 Fire Extinguishers and Fire Fighting Equipment**

The Principal Contractor and relevant Sub Contractors shall provide adequate and regularly serviced fire fighting equipment, located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A competent person must conduct a Fire risk survey and proof of this survey must be kept in the Site Safety File.

(xliii) **PAM 2.4.13 Hired Construction Equipment and Machinery**

The Principal Contractor shall ensure that any hired construction equipment and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub Contractors must ensure the same.

(xliv) **PAM 2.4.14 Scaffolding / Working at Heights**

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (February 2014) before this work is undertaken. The Client must approve the fall prevention plan before work may commence.

(xlv) **PAM 2.4.15 Formwork and Support work for Structures**

The Principal Contractor shall ensure that the provisions of section 11 of the Construction Regulations (February 2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register on site.

(xlvi) **PAM 2.4.16 Lifting Machines and Tackle**

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 22). There must be competent lifting machinery and a tackle inspector must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
 - Regular inspection and servicing is carried out;
 - Records are kept of inspections and of service certificates;
 - There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
 - The tower crane bases have been approved by an engineer;
 - The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be avail
-

(xlvii) **PAM 2.4.17 Ladders and Ladder Work**

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

(xlviii) **PAM 2.4.18 General Machinery**

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery

(xlix) **PAM 2.4.19 Portable Electrical Tools and Explosive Powered Tools**

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal Contractor shall ensure the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times;
- PPE and clothing is provided and maintained;
- A register indicating the issue and return of all explosive rounds is kept;
- Ensure that the cartridges and explosive tool is lock up separately; and
- Signs are posted up in the areas where explosive powered tools are being used. (WARNING - EXPLOSIVE POWERED TOOL IN USE - KEEP CLEAR).

(l) **PAM 2.4.20 High Voltage Electrical Equipment**

There are overhead and underground high voltage electrical cables present on the site. These cables are shown on the drawing and due care shall be taken when working or travelling in their vicinity.

(li) **PAM 2.4.21 Public and Site Visitor Health & Safety**

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

(lii) **PAM 2.4.22 Night Work**

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

(liii) **PAM 2.4.23 Transport of Workers**

The Principal Contractor and other Sub Contractors shall not:

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

(liv) **PAM 2.4.24 Work in Confined Spaces**

The Principal Contractor is to ensure that all persons, who are required to enter the jacked sleeve, are provided with sufficient ventilation, illumination, personal protective equipment and transport (e.g. a trolley and guide rope if necessary) to perform the required work.

(lv) **PAM 2.4.25 Tunnelling**

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved. All requirements as set out in the Mines Health and Safety Act and Regulations (Act 29 of 1996) must be complied with.

(lvi) **PAM 2.5 OCCUPATIONAL HEALTH**

(lvii) **PAM 2.5.1 Occupational Hygiene**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C (e.g. cement dust, wet cement, wood-dust, noise, etc.).

(lviii) **PAM 2.5.2 Welfare Facilities**

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

(lix) **PAM 2.5.3 Alcohol and other Drugs**

No alcohol and other drugs will be allowed on site. No person may be under the influence

of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

(lx)

PAM 3**MEASUREMENT****AND****PAYMENT PAM 3.1****PRINCIPLES**

Tenderers (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main Tenderer) must ensure that they make adequate financial provision in their tenders for full compliance with the OHS Act, the Regulations thereto and this H&S specification. Financial provision shall therefore be made by each Tenderer for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures.
- Preparation of an H&S plan, discussing it with the Client, and then amending it as agreed.
- Preparation of a Project H&S File.
- Regular updating of all of the foregoing.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.
- Provision of forced ventilation (as required when working in confined spaces).
- The completion and checking of the safety file upon completion of the works and handing it over to the Client.

To enable the Client to appraise the allowances that Tenderers have made for H&S in their tenders, so that he/she can fulfill his/her obligations in terms of Clause 5 (h) of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

Failure by a Tenderer to submit realistic prices for the scheduled H&S items may prejudice his tender.

(lxi) **ANNEXURE A (to H&S specification)**

(lxii) **PAM 4 TASK COMPLETION FORM**

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

PAM Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction Regulation s.	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

(lxiii) **ANNEXURE B (to H&S specification)**(lxiv) **PAM 5 ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS**

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 7.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties.
Subordinate Construction Work Supervisors	CR 7.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on-site Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> <input type="checkbox"/> The employer <input type="checkbox"/> H&S Representative <input type="checkbox"/> Designated person <input type="checkbox"/> Member of the H&S Committee
Risk assessment co-ordinator	CR 9	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 10	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machine equipment & tackle.
Scaffolding Inspector	SANS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.

Appointment	OHSA Reference	Requirement
Excavation Inspector	CR 13	A competent person to inspect excavation work and ensure that approved safe working procedures. are followed at all times.
Appointment	OHSA Reference	Requirement
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 28	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 21	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electric al installations supervisor	CR 24	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 29	A competent person to inspect fire-fighting equipment.

(lxv) **ANNEXURE C (to H&S specification)**(lxvi) **PAM 6 OTHER REQUIREMENTS**

The Principal Contractor shall comply but not be limited to the following requirements and shall report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> □ Incidents / accidents and investigations □ Non-conformances by employees & contractors □ Internal & External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> □ Scaffolding □ Excavations □ Formwork & support work □ Explosive tools 	

General Inspections	Monthly	<input type="checkbox"/> Fire fighting equipment <input type="checkbox"/> Portable electrical equipment <input type="checkbox"/> Ladders <input type="checkbox"/> Lifting equipment/slings	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandataries.	

5. ANNEXURE B: ENVIRONMENTAL MANAGEMENT SPECIFICATION

(lxvii) PEM 1 PURPOSE

The purpose of the EMP is to encourage good management practices through planning and commitment with respect to environmental issues, and to provide rational and practical environmental guidelines to minimise disturbance of the natural environment.

(lxviii) PEM 2 RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT

The contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist and audited against the EMP.

(lxix) PEM 3 TRAINING AND INDUCTION OF EMPLOYEES

The contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.).

(lxx) PEM 4 COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager.

All complaints received will be investigated and a response given to the complainant within 28 days.

All environmental incidents occurring on the site will also be recorded.

(lxxi) PEM 5 ENVIRONMENTAL SAFETY

The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

(lxxii) PEM 5.1 SOIL

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- (b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.

- (c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
 - (d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
 - (e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and micro-organisms in
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(lxxiii) **PEM 5.3 AIR**

- (a) Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.
- (b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilisation agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- (c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site specific study must be implemented.
- (d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g. dust clouds may reduce visibility affecting sports activities.
- (e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.
- (f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- (g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent land owners.
- (h) No loud music is allowed on site and in construction camps.
- (i) No fires are allowed if smoke from such fires will cause a nuisance to IAP's.

(lxxiv) **PEM 5.4 SOCIAL AND CULTURAL**

- (a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable due to clothing, identification cards or

other methods.

- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
 - (d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
 - (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-contractor in any specification does not imply that the sub-contractor is not bound by this document.
 - (f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.
 - (g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding veld for toilet purposes is not permitted under any circumstance.
 - (h) The Contractor must arrange for all his employees and those of his sub-contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
 - A basic understanding of the key environmental features of the work site and environments, and
 - Familiarity with the requirements of this document and the site specific report.
 - (i) Supervisory staff of the Contractor or his sub-contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document, endanger his/her life or cause him/her to damage the environment.
 - (j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
 - (k) The Contractor must maintain a detailed complaints register. This must be forwarded, together with solutions, to the authorities when requested.
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- (a) All finds of human remains must be reported to the nearest police station.
- (b) Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).
- (c) Work in areas where artefacts are found must cease immediately.
- (d) Under no circumstances must the Contractor, his/her employees, his/her sub- contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- (e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.
- (f) All known and identified archaeological and historical sites must be left untouched.
- (g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

(lxxv) **PEM 5.7 FLORA**

- (a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- (b) The felling and/or cutting of trees and clearing of bush must be minimised.
- (c) Bush must only be cleared to provide essential access for construction purposes.

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- (d) The spread of alien vegetation must be minimized.
 - (e) Any incident of unauthorised removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
 - (f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated topsoiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
 - (g) No tree outside the footprint of the Works area must be damaged.

(lxxvi) **PEM 5.8 FAUNA**

- (a) No species of animal may be poached, snared, hunted, captured or wilfully damaged or destroyed.
- (b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- (c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- (d) Disturbances to nesting sites of birds must be minimized.
- (e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

(lxxvii) **PEM 5.9 INFRASTRUCTURE**

- (a) The relevant authorities must be notified of any interruptions of services, especially the Local Municipality, National Road Agency, SpoorNet, Telkom and Eskom. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
 - (b) The integrity of property fences must be maintained.
 - (c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
 - (d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.
 - (e) Storage Facilities
 - Proper storage facilities should be provided for the storage of oils,
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- Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
 - Cement must be stored and mixed on an impermeable substratum.

(f) Traffic Control

All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.

Before any work can start the Local Traffic Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.

(g) Access Roads

The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.

Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.

Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

(h) Batching Plants

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing is complete, all waste concrete must be removed from the batching area and disposed of at an approved dumpsite. Stormwater must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.

- (i) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.

(j) Blasting

Blasting must not endanger public or private property.

Noise mufflers and/or soft explosives must be used to minimize the impact on animals.

All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50

of 1991 must be complied with.

The Contractor must take measures to limit flyrock.

(lxxviii) **PEM 5.10 SAFETY**

- (a) Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.
- (b) All tall structures must be properly earthed and protected against lightning strikes.
- (c) The process of excavation and back filling must be carried out as a sequential process following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must be fenced.
- (d) The residents directly affected by open trenches must be notified of the dangers. This will be done during the site-specific phase.

(lxxix) **PEM 5.11 WASTE**

(lxxx) ***PEM 5.11.1 Solid Waste***

- (a) Littering on site and the surrounding areas is prohibited.
- (b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- (c) All bins must be cleaned of litter regularly.
- (d) All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- (e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- (f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (g) Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- (h) Waste must be recycled wherever possible.

(lxxxii) ***PEM 5.11.2 Liquid Waste***

- (a) The Contractor must maintain mobile toilets on site.
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- (b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- (d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

(lxxxii) ***PEM 5.11.3 Hazardous Waste***

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- (a) No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
 - (b) The Contractor must maintain a hazardous material register.

(lxxxiii) **PEM 5.12 REHABILITATION AND SITE CLEARANCE**

- (a) When all major construction activities are completed, the site must be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
 - (b) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.
 - (c) If waste products cannot be recycled they must be disposed of at a permitted landfill site.
 - (d) All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
 - (e) Cut and fill areas must be restored and re-shaped.
 - (f) The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
 - (g) Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.
 - (h) The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
 - (i) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.
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6. ANNEXURE C: LABOUR-INTENSIVE SPECIFICATION

(lxxxiv) PLI 1 STANDARD SPECIFICATIONS

Standard specifications (those normally used by the public bodies) are to be utilized. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

(lxxxv) PLI 2 LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors having a CIDB contractor grading designation of 2CE/GB and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

PERSONNEL	NQF level	Unit standard titles	Skills programme description
Team leader/supervisor	2	<ul style="list-style-type: none"> • Apply labour-intensive Construction Systems and Techniques to Work Activities. • Use Labour-Intensive Construction Methods to Construct and Maintain roads and stormwater drainage. • Use labour-intensive construction methods to construct, repair and maintain structures 	<p>This unit standard must be completed, and</p> <p>Any one of these 2 unit standards</p>
Foreman / supervisor	4	<ul style="list-style-type: none"> • Implement labour-intensive construction systems and 	This unit standard must be completed, and

		<p>techniques.</p> <ul style="list-style-type: none"> • Use labour-intensive construction methods to construct and maintain. • Roads and stormwater drainage use labour-intensive construction methods to construct and maintain. • Water and sanitation services use labour-intensive construction methods to construct, repair and maintain structures. 	Any one of these 3 unit standards
Site agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	<ul style="list-style-type: none"> • Manage labour - intensive construction processes 	Skills programme against this single unit standard

(lxxxvi) **PLI 3 GENERIC LABOUR INTENSIVE SPECIFICATION**

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts – Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

(lxxxvii) **PLI 3.1 SCOPE**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having depth of less than 1.5 meters
- b) stormwater drainage
- c) low-volume roads and sidewalks

(lxxxviii) **PLI 3.2 PRECEDENCE**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

(lxxxix) **PLI 3.3 HAND EXCAVATABLE MATERIAL**

Hand excavatable material is material:

(xc) **PLI 3.3.1 Granular Materials:**

- a) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- b) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

(xci) **PLI 3.3.2 Cohesive Materials:**

- a) whose consistency when profiled may in terms of table 1 to be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- b) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

(xcii) **Note:**

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in situ shear resistance of a soil comprising a drop weight of approximately 10kg which falls through a height of 400mm and



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(xciii) **TABLE 1: CONSISTENCY OF MATERIALS WHEN PROFILED**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle
Loose	Small resistance to penetration by sharp end of a geological pick	Soft	Easily dented by thumb, sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil, cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick	Very stiff	Indented by thumb-nail with difficulty; slight indentations produced by blow of a geological pick point.

(xciv) **PLI 3.4 TRENCH EXCAVATION**

All hand excavatable material in trenches having a depth of less than 1.5 meters shall be excavated by hand.

PLI 3.5 COMPACTION OF BACKFILLING TO TRENCHES (areas not

subject to traffic) Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers:

- To 90% Proctor density;
- Such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100mm of the backfill, provided that

- backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with
- (xcv) **PLI 3.6 EXCAVATION**
All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.
- The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.
- (xcvi) **PLI 3.7 CLEARING AND GRUBBING**
Grass and small bushes shall be cleared by hand.
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- (xcvii) **PLI 3.9 LOADING**
All loading shall be done by hand, regardless of the method of haulage.
- (xcviii) **PLI 3.10 HAUL**
Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.
- (xcix) **PLI 3.11 OFFLOADING**
All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilized for haulage.
- (c) **PLI 3.12 SPREADING**
All material shall be spread by hand.
- (ci) **PLI 3.13 COMPACTION**
Small areas may be compacted by hand provided that the specified compaction is achieved.
- (cii) **PLI 3.14 GRASSING**
All grassing shall be undertaken by sprigging, sodding, or seeding by hand.
- (ciii) **PLI 3.15 STONE PITCHING AND RUBBLE CONCRETE MASONRY**
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.
- Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.
- Grout shall be mixed and placed by hand.
- (civ) **PLI 3.16 MANUFACTURED ELEMENTS**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

(cv) **EPWP Special Project Specification**

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

(cvi) **Employment of Unskilled and Semi-Skilled Workers in Labour Intensive Works**

Requirements for the sourcing and engagement of labour

B1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

B1.2 The rate of pay set for the EPWP is R

140.00 per day. B1.3 Tasks established by

the contractor must be such that:

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

B1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of B1.3.

B1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

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

B1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 55 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

(cvii) **Specific provisions pertaining to SANS 1914-5**

B2.1 Definitions

Targeted labour: Unemployed persons who are employed as local

labour on the project. B2.2 Contract participation goals

- B2.3 The contract participation goal for the contract is 30%. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- B2.4 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- B2.5 Terms and conditions for the engagement of targeted labour
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- B2.6 Variations to SANS 1914-5
- B2.7 The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- B2.8 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour

(cviii)

Training of targeted labour

- B3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- B3.2 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- B3.3 The contractors shall do nothing to dissuade targeted labour from participating in the abovementioned training programmes.
- B3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of B3.4 above.

Proof of compliance with the requirements of B3.2 to B3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

(cix) **MEASUREMENT AND PAYMENT**

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment

opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part C3.3.3.3. as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

**C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS
CONTENTS**

- C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.4.3.3 PROVISION OF STRUCTURED TRAINING
- C3.4.3.4 REQUIREMENTS OF EXTENDED PUBLIC WORKS PROGRAMME

C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION

CONTENTS

C3.4.3.1.1 INTRODUCTION

C3.4.3.1.2 SCOPE

C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.4.3.1.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.4.3.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Makhado Local Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Makhado Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.4.3.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

C3.4.3.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Makhado Local Municipality as possibly applicable to the abovementioned contract

work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Makhado Local Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the Makhado Local Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.

- * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

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

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

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Makhado Local Municipality together with concise CV's of the appointees. All appointments must be officially approved by Makhado Local Municipality. Any changes in appointees or appointments must be communicated to Makhado Local Municipality forthwith.

The Principal Contractor must, furthermore, provide Makhado Local Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition Makhado Local Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)
- * Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections
 - * Construction Vehicles & Mobile Plant Inspections by Controller
 - * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/Driver/User
 - * Demolition Inspection Register
 - * Designer's Inspection of Structures Record
 - * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - * Excavations Inspection
 - * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - * Fall Protection Inspection Register
 - * First Aid Box Contents
 - * Fire Equipment Inspection & Maintenance
 - * Formwork & Support work Inspections
 - * Hazardous Chemical Substances Record
 - * Ladder Inspections

- * Lifting Equipment Register
- * Materials Hoist Inspection Register
- * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- * Scaffolding Inspections
- * Stacking & Storage Inspection
- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure
- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- * All other applicable records

Makhado Local Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Makhado Local Municipality on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Makhado Local Municipality for record keeping purposes.

- (g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

- (i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

The Principal Contractor will be required to do Site Safety Walks with Makhado Local Municipality **at least on a basis to be determined between the two parties.**

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Makhado Local Municipality OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by Makhado Local Municipality .

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

Makhado Local Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by Makhado Local Municipality:

Makhado Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany Makhado Local Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

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

(vi) Recording and Review of Inspection Results

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

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred

- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

to Makhado Local Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Makhado Local Municipality and the Provincial Director of the Department of Labour forthwith by telephone, tele-fax or E-mail.

The Principal Contractor is required to provide Makhado Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Makhado Local Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

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

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Makhado Local Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

C3.4.3.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Makhado Local Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away

from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Makhado Local Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

C3.4.3.1.5 Measurement and Payment

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Item	Unit
C1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

Item	Unit
-------------	-------------

C1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations

Month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item **C1.1** has been made.

Item

Unit

C1.3 Submission of the Health and Safety File

Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

C4 SITE INFORMATION

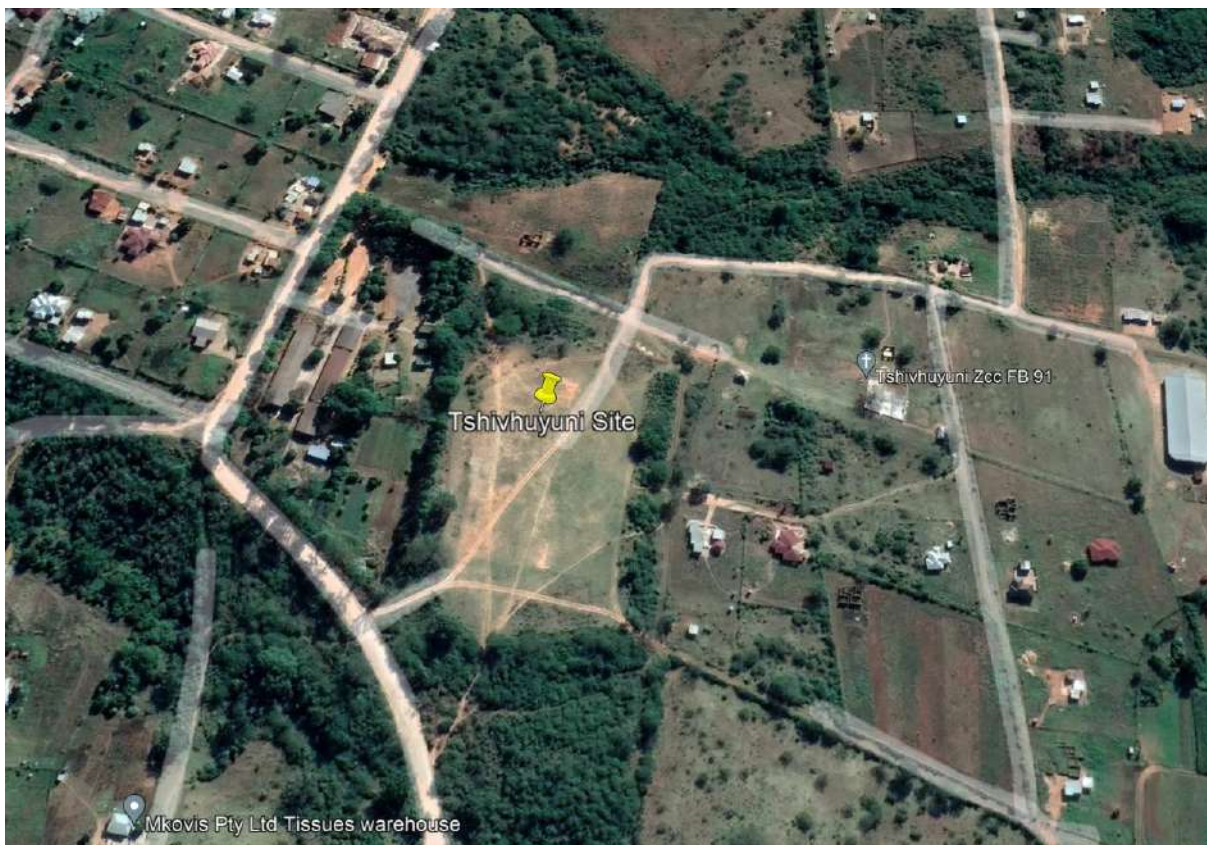
SITE INFORMATION

1. GENERAL

LOCALITY PLAN

The site is located on the Southern side of Elim Hospital along the R578 to Giyani, East of Mbokota Village.

Site Coordinates are as follows: 23°14'13.52"S, 30°5'2.49"E



1.1 Documentation

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

1.2 Information

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

2. SITE INFORMATION

2.1 Records and Test Results

2.1.1 Subsoil records

No information available.

2.1.2 Borehole records

N/A

2.2 Reports on Physical Conditions

2.2.1 Mapping

N/A

2.2.2 Hydrographic data

N/A

2.2.3 Hydrological information

N/A

2.3 Publicly available Information

2.3.1 Geotechnical information

Available on request

2.4 Information about services below the surface of the site

2.4.1 Water

Existing underground services are not known at this stage.

Should the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

2.4.2 Sewage

There are existing sewer lines at the municipality premises, however no layout maps for these services.

2.4.3 Electricity

All cables and pipes shall be considered “live” unless confirmed otherwise by the relevant authority.

2.4.4 Gas

Not available on site.

2.4.5 Communications

Not available on site.

2.5 Information about adjacent main infrastructure

2.5.1 Buildings

Unavailable.

2.5.2 Structures

No major structures will be constructed in the project.

2.5.3 Internal Roads

Unavailable.

2.5.4 Restrictions for Heavy Loads

Unavailable.

2.6 Atmospheric criteria

Unavailable.

2.7 Environmental criteria

A copy of the Environmental Management Plan is available on request.

C5 ANNEXURES

PART C5: ANNEXURES

C5.1	PROFORMA DOCUMENTS	E.219
C5.2	GUIDELINES FOR THE IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)	E.233



BID No.: 63 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

C5.1 PROFORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA.....	E.220
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT.....	E.222
C5.1.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	225
C5.1.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT ...	227
C5.1.5	FORM RDP 11(E) : GENERIC TRAINING REPORT	229
C5.1.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	230
C5.1.7	FORM RDP 13(E) : ENGINEERING TRAINING REPORT	231
C5.1.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT.....	232

C5.1.1 RETENTION MONEY GUARANTEE PROFORMA
EXAMPLE

Makhado Local Municipality
 Private Bag X 434
 Makhado
 1085

FOR INFORMATION ONLY:

This Guarantee is not to
 completed and signed by
 the Guarantor.

A separate form will be
 issued to the successful
 Tenderer

Notes to Tenderer

1. **This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
2. **The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

CONTRACT No.: 63 OF 2023

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY

The guarantee is issued on behalf of

Registration No

(Hereinafter referred to as "the Contractor") in connection with the above-mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

.....

(full name of guarantor) registration number

undertake to pay you such amounts as you may from time-to-time demand from us, immediately upon receipt of a written demand from you.

1 Each demand shall be in writing and delivered to us at

such other address as we shall in writing notify to you.

2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.

3. Our aggregate liability under this guarantee is limited to.....

(R.....) and is restricted to payment of monies only.

4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at.....for and on behalf
of.....

on this the day of in the year

GUARANTOR:

AS WITNESS:

1..... 2.....
.....

NAME(Print): NAME(Print):

ADDRESS ADDRESS

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

C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT

(Facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
- Postal address :
- Telephone no. :Fax no
- Contact person :
- VAT registration no. :
2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....
3. Principal Business Activities :
4. Service/work to be performed on this contract:
5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT ANDWORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123):
Construction of rural roads) and follow this with the work carried out (eg.
construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the
main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value
of the work carried out by you.

8. Declaration

I,
.....
..., being duly authorised to sign on behalf of the firm, affirm that the PDI
equity in this business is as stated above and that the information furnished is
true and correct.

Signature

Name (print).....

Date

Signed on behalf of (print name)

Address

.....

Telephone no.....

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.

EXAMPLE

C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
NAME OF COMPANY OR FIRMAND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMAL E	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								

		Others (o)									
									TOTALS		
									GRAND TOTALS		

EXAMPLE

C5.1.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO.....

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2005				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				

TOTALS				

EXAMPLE

C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.....

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

CONTRACT NO.....

REPORT ON ENTERPRENEURIAL TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE

EXAMPLE

C5.1.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT

CONTRACT NO.....

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2005										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

EXAMPLE

C5.1.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO.....

[illegible]



BID No.: 63 OF 2023

MAKHADO LOCAL MUNICIPALITY

CONSTRUCTION OF TSHIVHUYUNI SPORT FACILITY IN MAKHADO LOCAL MUNICIPALITY

C5.2 GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

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Foreword

The Expanded Public Works Programme (EPWP) is one of government's short-to-medium term programmes aimed at alleviating and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). President Mbeki formally announced the programme in his State of the Nation Address in February 2003.

Government's medium-to-long term programmes to address unemployment include increasing economic growth, improving skills levels through education and training, and improving the enabling environment for industry to flourish. The EPWP will continue to exist until these medium-to-long term programmes are successful in reducing unemployment.

The programme involves reorientating line function budgets so that government expenditure results in more work opportunities, particularly for unskilled labour. EPWP projects will therefore be funded through the normal budgetary process, through the budgets of line-function departments, provinces and municipalities.

Opportunities for implementing the EPWP have been identified in the infrastructure, environmental, social and economic sectors. In the infrastructure sector the emphasis is on creating additional work opportunities through the introduction of labour-intensive construction methods. Labour-intensive construction methods involve the use of an appropriate mix of labour and machines, with a preference for labour where technically and economically feasible, without compromising the quality of the product.

All public bodies involved in infrastructure provision are expected to attempt to contribute to the programme. As part of this initiative, the national government has through the 2004 Division of Revenue Act placed some additional conditionalities on the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG). These additional conditionalities will require provinces and municipalities to use the "Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP" agreed upon between SALGA, National Treasury and the Department of Public Works for identification, design and construction of projects financed through the MIG or PIG. This document contains those guidelines.

International and local experience has shown that, with well-trained supervisory staff and an appropriate employment framework, labour-intensive methods can be used successfully for infrastructure projects involving low-volume roads and sidewalks, stormwater drains, and trenches. On the basis of this experience, and in the context of high levels of unemployment, the national government has decided to require that these infrastructure projects must be carried out labour-intensively.

These guidelines aim to provide provinces and municipalities with the necessary tools to successfully tender these projects as labour-intensive projects. These guidelines have been designed with the aim of minimising the additional work required from provincial and municipal officials. The National Department of Public Works is working with the Construction Education and Training Authority (CETA) to develop the capacity of the construction industry to design and manage labour-intensive infrastructure projects successfully.

The guidelines contain sections which should be copied into the relevant parts of the

contract documentation for consulting engineers and contractors. These sections introduce a requirement that certain construction activities must be carried out by hand, under certain conditions. These requirements were formulated on the basis of a thorough review of international and local experience of labour-intensive construction, in order to identify the activities for which it is economically and technically feasible to use labour-intensive methods. The guidelines therefore conform to the Public Finance Management Act requirement for assessing the cost-effectiveness of capital projects. The normal tender evaluation processes are followed under these guidelines, and it is not necessary to apply any special additional preferences for employment creation.

The guidelines include the contents of the Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training, and employment opportunities.

In order to develop the capacity of the construction industry to manage labour-intensive projects, these guidelines also include an eligibility requirement for the appointment of contractors and consulting engineers, i.e. that their key staff involved in the project must undergo special NQF-accredited training programmes in labour-intensive construction.

As an additional means of addressing the capacity in the labour-intensive construction sector, DPW together with the CETA has established a labour-intensive contractor learnership programme. The aim of this learnership programme is to produce small contractors qualified to execute work in accordance with these guidelines. The CETA is paying for the classroom training of these contractors.

As part of this learnership programme, learner contractors need to execute projects to gain practical experience. Partnering provinces and municipalities may allocate projects identified and designed using these guidelines to the learner contractors on a negotiated price basis.

An electronic version of these guidelines and electronic copies of the following documents can be obtained on the enclosed CD ROM or downloaded from www.publicworks.gov.za.

- Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes
- Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002
- Government Gazette (DORA 2004 with MIG and PIG Conditions)
- Documents relating on the Labour-Intensive Contractor Learnership Programme

Terminology

By hand: refers to the use of tools which are manually operated and powered

Form of contract: refers to a document (conditions of contract) published by industry which establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically and economically feasible.

(Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

Public body: refers to a department, trading entity, constitutional institution, municipality, public entity or municipal entity

Scope of work: refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed

Abbreviations

CETA:	Construction Education and Training Authority
CIDB:	Construction Industry Development Board
ECSA:	Engineering Council of South Africa
EPWP:	Expanded Public Works Programme
FIDIC:	French acronym for the International Federation of Consulting Engineers
NEC:	New Engineering Contract
NQF:	National Qualifications Framework
SANS:	South African National Standard
SPWP:	Special Public Works Programme

1 INTRODUCTION

Labour-intensive infrastructure projects under the EPWP include:

- using labour-intensive construction methods to provide employment opportunities to local unemployed people;
- providing training or skills development to those locally employed workers;
- building cost-effective and quality assets.

This document is a guiding framework for the implementation of labour-intensive projects under the Expanded Public Works Programme. It provides the means by which labour-intensive works can be implemented under the most commonly encountered delivery model, namely design by employer (i.e. the model in which the contractor undertakes construction on the basis of full designs issued by the employer.) It also assumes that the public body will appoint a consultant to design the works and to administer the contract. Adjustments to the text of this document will be necessary to accommodate other delivery models. Where no consultants are appointed, the staff of the public body needs to perform the activities assigned to consultants in this document.

The document in addition provides guidance on the:

- identification of suitable projects;
- appropriate design for labour-intensive construction;
- the specification of labour-intensive works; and
- the compilation of contract documentation for labour-intensive projects.

Specific direction is given regarding contract clauses which must be included to amend or augment standard documentation, in order to implement labour-intensive projects.

These guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, as it might require too many changes to existing designs or tender documentation. However these guidelines must be applied to all relevant projects for which the design process commences after the beginning of the 2004-2005 financial year.

Appendix A provides sources of additional information.

The employment of locally employed temporary workers on all EPWP labour-intensive infrastructure projects must be in accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N° 75 of 1997) and promulgated in Government Gazettes Notice N° P64 of 25 January 2002. The requirements of this Code have been included in this Guidelines document. However, reference should be made to the full text of the Code of Good Practice and the related Ministerial Determination.

2. RESPONSIBILITIES OF THE PUBLIC BODY

2.1 Selection of projects

The public body must implement the following types of civil infrastructure projects labour-intensively, in accordance with these guidelines:

- low-volume roads (typically less than 500 vehicles per day) and sidewalks;
- stormwater drainage; and
- trenching;

where such projects contain a significant amount of the construction activities for which the use of labour is specified in the Generic Labour Intensive Specification in section 3.3.3 below, i.e. excavation, loading, short-distance hauling, offloading, spreading, grassing, and stone-pitching.

There is also potential for additional employment creation in other types of infrastructure and building (see Annexure B). Public bodies are also encouraged to create additional work opportunities in these projects. These guidelines may be used for other labour-intensive projects other than those types of civil infrastructure projects specified above, as long as such projects involve a significant substitution of labour for machines.

The public body must be satisfied that sufficient local labour (willing to work) is available for the project, before proceeding with the project as a labour-intensive project.

The public body is encouraged to send its relevant managers on the applicable skills programmes in labour-intensive construction (See Appendix D).

As mentioned in section 1 of these guidelines above, these guidelines do not have to be applied to projects for which planning had already commenced before the beginning of the 2004-2005 financial year, to avoid reworking existing designs or tender documentation.

2.2 Setting of rates of pay

In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

- 10.4.1 The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*
- 10.4.2 The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*
- 10.4.3 Men, women, disabled persons and the aged must receive the same pay for work of equal value.*

2.3 Appointment of consulting engineers and contractors

The public body must ensure that:

- i) the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (see Appendix D);
- ii) works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (see Appendix D); and
- ii) works contracts are awarded to contractors who have in their employ managers who have completed the necessary skills training (see Appendix D).

As a concession up to 30 June 2007, persons identified in Appendix D who have not completed the requisite skills training need only to be registered on the relevant skills programmes.

3 CONTRACT DOCUMENTATION FOR CONSULTING ENGINEERS AND CONTRACTORS FOR LABOUR-INTENSIVE CONSTRUCTION PROJECTS

3.1 General

All standard forms of contract applicable in South Africa (see Appendix C) may be used for labour-intensive projects. It is not necessary to create special new forms of contract or to amend existing forms to implement labour-based works.

Requirements for labour-intensive works need, however, to be established in the scope of work / specifications / schedules / works information / scope of services / scope associated with a contract for both consultants and contractors.

Each standard form of contract uses different terms to describe the parties to the contract and to establish requirements for the works (see Appendix C). These guidelines use the terms employer and contractor for the parties engaged in construction works, client and consultant for the parties engaged in professional service contracts and scope of work for requirements in both professional service and construction contracts. The terms used in the text in boxes may have to be adjusted to reflect the terms used in the particular standard form of contract.

3.2 Contract Documentation for Consulting Engineering Services

The scope of work must establish the manner in which the consultant is to provide the consulting engineering services associated with labour-intensive works.

The following must be included in the scope of work in the contract of employment with a Consulting Engineer:

General

The services shall be provided in accordance with the provisions of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act published by the Engineering Council of South Africa in terms of Board Notice No 18 of 2003 in Government Gazette No 24938, 28 February 2003).

Labour-intensive works

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed, or, for the period 1 April 2004 to 30 July 2005, is not registered for training towards, the NQF level 7 unit standard "Develop and Promote Labour Intensive Construction Strategies" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, tel: 011-265 5900).
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed or, for the period 1 April 2004 to 30 July 2005, be registered for training towards, the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" (Details of this skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, tel: 011-265 5900).
3. The Consultant must provide the Client with satisfactory evidence that staff members satisfy the requirements of 1 and 2.
4. The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the national Department of Public Works.
5. The Consultant shall for monitoring purposes, transmit to the Client data obtained from the contractor on the number of people employed, broken down into the amounts spent on women, youth, and persons with disability on the project, the number of person days of employment created and the number of days of formal training provided.
6. All services relating to the implementation of the works which are to be provided in terms of the Guidelines are normal services in terms of ECSA's Board Notice No 18 of 2003. Any changes in the design of the works to incorporate labour intensive works shall not constitute a change in scope or an additional service.
7. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
 - a) whenever a payment certificate is presented to the Client for payment; and
 - b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

3.3 Contract Documentation for the Works

3.3.1 Conditions of tender

Public bodies must only award contracts to contractors who have suitably qualified senior and middle supervisory staff to supervise the labour-intensive works. Tenderers must be made aware of this requirement in tender documents. Those responsible for evaluating tenders must confirm that the contractor has such staff available for the contract during the tender evaluation process.

The following must be included in the tender data / conditions of tender in the contract with the Employer:

Eligibility requirements

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.

Information to be submitted with the tender

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

3.3.2 Conditions of contract

As mentioned in 3.1, any standard form of contract for construction works may be used for labour-intensive projects (see Appendix C). These forms of contract must not, however, be amended or varied to alter the obligations, liabilities or rights of the employer, representative of the employer (engineer / principal agent / agent / project manager) or contractor where a project manager, materials manager, trainer, mentor or any other person is appointed to support the Contractor.

The following must be included in the contract data / special conditions of contract in the contract with the Employer:

Payment for the labour-intensive component of the works

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

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the

scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

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

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

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

4 Meal Breaks

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

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

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

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

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

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

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

9 Sick Leave

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

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

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

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

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

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

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

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

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

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

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is

necessary for the health of the worker or that of her unborn child; or
(ii) if agreed to between employer and worker; or

- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

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

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

12 Statement of Conditions

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

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

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

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

13 Keeping Records

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

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

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

14 Payment

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

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

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

16 Health and Safety

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

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

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

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

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

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

18 Termination

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

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker

who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

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

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

19 Certificate of Service

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

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

3.3.3 Scope of work

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

The following wording, as appropriate, must be included in the scope of work in the contract with the contractor

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods Labour-intensive works.

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Established contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za , tel: 011-265 5900)

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR

INTENSIVE WORKS

1.1 Requirements for the sourcing and engagement of labour.

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

1.1.2 The rate of pay set for the SPWP is R per task or per day.

(Insert value determined by public body in terms of clause 2.2 of these Guidelines)

1.1.3 Tasks established by the contractor must be such that:

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

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

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

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

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

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

1.2.3 Contract participation goals

1.2.3.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.3.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.3 above.

1.3.5 Proof of compliance with the requirements of 1.3.2 to 1.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

(This specification must be incorporated in the Scope of Works without amendment or modification. When SANS 1921-5, *Construction and management requirements for works contracts Part 5: Earthworks activities which are to be performed by hand*, is published, the earthworks portions of this generic specification must be replaced with a reference to SANS 1921-5 and its associated specification data)

Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

Hand excavateable material

Hand excavateable material is material:

a) granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with

			some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers a) to 90% Proctor density;

b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and small bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand, regardless of the method of haulage.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

3.3.4 Schedules of quantities

Labour-intensive works must be highlighted in the schedules / bills of quantities for the payment items relating to labour-intensive works.

The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules / bills of quantities in the contract with the contractor:

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

2 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The following payment items should be included in the bill of quantities:

Item	Description	Unit	Quantity	Rate	Amount
	Training allowance paid to targeted labour in terms of formal training	Person days	(insert quantity)	(insert specified day rate)	
	Extra over for the administration of payment of training allowances to targeted labour	Person days	(as above)		
	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (Provisional sum)	Sum	(insert provisional sum)		

4 DESIGN CHECKLIST

Cognisance of the following should be taken in the design of labour-intensive works:

1. Earthworks must be designed taking consideration of the method of construction, namely labour intensive.
2. Vertical and horizontal alignment of the works (roads, trenches, pipelines and stormwater channels) should be such to optimise cut and fill, minimise deep or hard excavation or areas requiring specialist engineering input for example dewatering or specialist ground stabilisation.
3. During the design of gravel roads, suitable construction material should be sourced in close proximity to the site of the Works.
4. Drawings must be produced and presented in a clear, easily understandable way. Where setting out information is provided in the form of coordinates it should be backed up with methods, not relying on sophisticated surveying instruments, such as offsets measurable with the use of a standard tape. Where possible and appropriate drawings should be produced using a background of ortho photos to provide for easy identification of surrounding features.
5. Except in special circumstances, drawings should be produced in a form that is easily readable in A3 format.
6. Where the haul distance is greater than 150m, and less than 5000m, the use of small volume local transport, particularly using animal-drawn vehicles should be considered.
7. Excavation in material which may constitute a safety hazard for workers must be excluded.
8. All pre-manufactured materials which are incorporated into the Works must be sized such that the mass of individual elements does not exceed 320kg.
9. Hazardous material such as lime or harmful chemical stabilising agents must not be included in the Works.
10. Stone masonry and grouted stone pitching should be included wherever suitable material is available to the exclusion of pre-cast or cast in situ concrete stormwater structures.
11. Where compaction of road layer works is required, it must be carried out using conventional compaction equipment (mechanised pedestrian rollers where possible). Compaction of small areas and in trenches may be carried out using hand stampers.
12. Consideration must be given to alternative design of trenches for gravity pipelines to reduce depth of excavation.
13. Where there is an indication of local skills, e.g. bricklaying, structures should be designed to make use of such skills.
14. There are appropriate designs for labour-intensive construction of low-cost surfacing for low-volume roads, such as the Cape Seal and interlocking concrete blocks.

C5.3 CONTRACT DRAWINGS

