

Section 7: Records of spouses, children and parents in the service of the state

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* insert separate page if necessary

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

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

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise Name: _____

SCHEDULE 6: COPY OF WORKMENS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERM SOF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[A Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

SCHEDULE 7

EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for supply, delivery and installation of concertina razor wire coils fence at service centre (magasyn).

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

N.B Proof of previous work history must be attached for e.g purchase order, appointment or reference letter etc.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule.

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer's experience will be as follows:

0 point	No Information or relevant project
20 points	1 -2 installation of fence completed.
35 points	3-4 installation of fence completed.
45 points	5-6 installation of fence completed.
60 points	7 or more installation of fence completed.

N.B Only bidders who score a minimum of 60 points will be further evaluated on price and BBBEE.

I the undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed at	Authorised Signature (Undersigned)
Date	Name and Capacity

SCHEDULE 8

EVALUATION SCHEDULE: FINANCIAL VIABILITY ON PROJECTS

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope for supply, delivery and installation of 100m concertina razor coils fence at service centre (magasyn).

The scoring of the tenderer's experience will be as follows:

0 point	No information.
10	Completed projects on installation of fence more than R 50 000.00 –R 80 000.00
15	Completed projects on installation of fence more than R 80 000.00 –R100 000.00
20	Completed projects on installation of fence more than R 10 000.00 – R 150 000.00
30	Completed projects on installation of fence more than R 150 000.00 – R 200 000.00

N.B Only bidders who score a minimum of 60 points will be further evaluated on price and BBBEE.

I the undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed at	Authorised Signature (Undersigned)
Date	Name and Capacity

SCHEDULE 9

EVALUATION SCHEDULE: ORGANISATIONAL STRUCTURE

The tenderer must attach his / her project staffing organisational structure and job descriptions proposals to this page. NB: No general organisational structure will be looked at for awarding of points.

N.B Only bidders who score a minimum of 60 points will be further evaluated on price and BBBEE.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
Signed at	Authorised Signature (Undersigned)
Date	Name and Capacity

Staffing:

The tenderer should propose the structure and composition of their construction team.

The roles and responsibilities of each **key staff member** should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The scoring of the experience of key staff will be as follows:

- a) Transport – 02 points
- b) Valid Contractor registration Department of Labour- 02 points
- c) Building Team with Foreman – 02 points
- d) First Aider level 1 certificate – 02 points
- e) Fencing experience – 02 points

The tendered must attach his / her project staffing organisational structure and job descriptions proposals to this page. NB: No general organisational structure will be looked at for awarding of points.

T2.2.1 COMPULSORY MUNICIPAL BID DOCUMENTS

MBD 2: TAX CLEARANCE CERTIFICATE

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of form TCC 001 are available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
 - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
 - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: “in the service of the state” means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

(a) **4. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and zero points out of 10 or 20 for B-BBEE.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE80.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION20.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 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.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) weather the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm :
- 9.2 VAT registration number :
- 9.3 Company registration number :
- 9.4 TYPE OF COMPANY/ FIRM

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi *alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

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

DATE:

ADDRESS:

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

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

MBD 7.2

(b) CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

(c) PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES

(d) PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

(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.

- 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

[Empty box]
Contractor

[Empty box]
Witness 1


[Empty box]
Witness 2


[Empty box]
Employer


[Empty box]
Witness 1

[Empty box]
Witness 2


T2.2.3: OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

The following Pro-forma is attached for tenderers to use.

PRO-FORMA FOR A PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Employer: (Name and Address) _____

Contract No: _____

(Contract title) _____

WHEREAS
(hereinafter referred to as "the Employer") entered into, a Contract with

(hereinafter called "the Contactor") on the _____ day of _____ 20 _____
for the construction of (Contract Title)

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____
Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period.

- 4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated.
- 5. Our total liability hereunder shall not exceed the sum of _____ (in words)
R _____ (in figures) (10 % of the tender sum), which amount I/we agree to hold at your disposal.
- 6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
- 7. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.
- 8. 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.
- 9. 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 the Employer.
- 10. I/We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of (*Guarantor*) _____

Address _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXECUTION PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The Execution Programme must be based on the completion time as specified in the Contract Data.

PLEASE NOTE: the cash flow projections from the contractor (to be submitted before commencement of the execution of the contract) must be in accordance with this execution plan in order to ensure proper cash flow management by the Department and to minimise delayed payments.

PROGRAMME													
ACTIVITY	MONTHS												

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist sub-contractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

(a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
 - (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
 -
 -
 -

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

.....

- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR'S SAFETY PLAN

[The contractor shall submit the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003 before commencement of the works.]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

- 1. (a) Name and postal address of Contractor:.....
.....
- (b) Name of Contractor's contact person:
Telephone number:
- 2. Contractor's workman's compensation registration number:
- 3. (a) Name and postal address of client:
.....
- (b) Name of client's contact person or agent:.....
Telephone number
- 4. (a) Name and postal address of designer(s) for the project:
- (b) Name of designer's contact person:
Telephone number
- 5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): Telephone number:
- 6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
.....
- 7. Exact physical address of the construction site or site office:
- 8. Nature of the construction work:
- 9. Expected commencement date:
- 10. Expected completion date:
- 11. Estimated maximum number of persons on the construction site:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

13. Name(s) of subcontractors already chosen:

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

SIGNED BY:

CONTRACTOR: DATE:

CLIENT: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Form of Offer and Acceptance

C1.2: Contract data

PART C2: PRICING DATA

C2.1: Pricing Instructions

C2.2: Bill of Quantities

C2.3: Day work Schedule

PART C3: SCOPE OF WORK

C3.1: The Works

PART C4: SITE INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1: Form of Offer

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

SUPPLY, DELIVERY AND INSTALL RAZOR WIRE CONCRETINA FENCE AT SERVICE CENTRE.

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

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

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

.....
 Rand (in words);

R (in figures)

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

Signature Block: Tenderer	
Signature	Date
Name	
Capacity	
Name of organization	
Address of organization	
.....	
Signature of witness	Date
Name of witness	

***BIDDERS HAVE TO COMPLETE THE OFFERED TOTAL OF PRICES IN WORDS AS WELL AS IN FIGURES**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1.2: Form of 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.

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) for delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature Block: Employer	
Signature	Date
Name	
Capacity	
for the Employer	Steve Tshwete Local Municipality P.O. Box 14, Middelburg, 1050
Signature of witness	Date
Name of witness	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1.3: Schedule of Deviations

- 1 Subject:
 Details:

- 2 Subject:
 Details:

- 3 Subject:
 Details:

- 4. Subject:
 Details:

- 5 Subject:
 Details:

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

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

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

C1.2 CONTRACT DATA

Section 1.01 The General Conditions of Contract for Construction Works (2004) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

C1.2.1 CONDITIONS OF CONTRACT

General Conditions of Contract

The General Conditions of Contract are the **General Conditions of Contract for Construction Works (2004)** published by the South African Institution of Civil Engineering.

Contract Specific Data

The Contract Specific Conditions of Contract are as numbered and set out below. These Clauses are the only variations from and/or additions to the clauses of the General Conditions of Contract. The variables are listed after these clauses in the form of an appendix.

Clause	Contract Data
1.1	<p><u>Delete Clause 1.1.1 and replaced by:</u></p> <p>“1.1.1 Contract” means the Agreement made in the Form of Offer and Acceptance and the documents referred to herein.”</p> <p><u>Delete Clause 1.1.1.2 and replace by:</u></p> <p>“1.1.1.2 Contract Agreement means the document called Form of Offer and Acceptance.</p> <p><u>Delete Clause 1.1.2 and replaced by:</u></p> <p>“1.1.2 Specification” means that document entitled Scope of work, as included the Contract, and any Variation of such document.”</p> <p><u>Delete Clause 1.1.3 and replaced by:</u></p> <p>“1.1.3 Drawings” means the Employer’s drawings of the works as listed in the Scope of Works and any Variation of such drawings.”</p> <p><u>Delete Clause 1.1.1.18 and replace by”</u></p> <p>“1.1.1.18 “Variation” means a change to the Scope of Work (if any), which is instructed by the Employer under Sub-Clause 10.1.”</p> <p><u>Amend Clause 1.1.3 to read:</u></p> <p>“1.1.3.1 “Certificate of Completion” means the certificate issued by the Engineer signifying that the whole, or portion, of the Works has been sufficiently completed for the Defects Liability Period for the whole, or portion, of the Works to commence, although some minor work may be outstanding.</p> <p>1.1.3.2 “Certificate of Practical Completion” means the certificate issued by the Engineer signifying</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p>that the whole, or portion, of the Works has reached the stage of readiness for occupation or use for the purpose intended, although some minor work may be outstanding.”</p> <p><u>Amend Clause 1.1.4 to read:</u></p> <p>“1.1.4 “Commencement Date” means the date of delivery to the Contractor of a written notice from the Employer informing him of the acceptance of his offer.”</p> <p><u>Clause 1.1.13: Add the following to the end of this definition:</u></p> <p>“This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.”</p> <p><u>Add the following definition:</u></p> <p>“1.1.25 “Schedule of Documents” means the document so designated in and forming part of the Tender Documents.”</p>
1.6 & 38.1	<p>Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:</p> <p>New Year’s Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women’s Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year - end break.</p> <p>The year - end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.</p>
2.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 39 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 45 of these conditions.</p> <p>2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 36, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 37 and the adjustment of the sum(s) tendered for General Items in terms of Clause 50.</p> <p>2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 48.</p>
4.2	<p><u>Add the following to the clause:</u></p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	4.2.5 "As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
4.5.2	<p><u>Add the following to the clause:</u></p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.</p>
4.6	<p><u>Add the following new clause:</u></p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.7	<p><u>Add the following new clause:</u></p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.8	<p><u>Add the following new clause:</u></p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.9	<p><u>Add the following new clause:</u></p> <p>The Contract shall be construed to be interpreted in English.</p>
6.3	<p><u>Add at the beginning of Clause 6.3:</u></p> <p>"Except as provided for in 6.6,"</p>
6.4	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>Any consent granted in accordance with Clause 6.2 or appointment of a sub-contractor in</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p>accordance with Clause 6.3 shall not imply a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.</p> <p>The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement or that subcontractor on the Works. The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 6.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.</p>
6.5	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>Unless otherwise stipulated in the Contract:</p> <p>6.5.1 the provision of labour, whether locally employed or not; or 6.5.2 the purchase of materials which are in accordance with the Contract; or 6.5.3 the purchase or hire of Constructional Plant;</p> <p>shall not be regarded as sub-letting, as contemplated in this Clause, for which the Contractor is required to obtain the Engineer's consent in terms of Clause 6.2.</p>
7.1	No Performance Guarantee will be required
9.2	<p><u>Add the following new Clause:</u></p> <p>The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
10.1	The Contractor shall (subject to the provisions of Clause 4.5.2) commence executing the works within a period of 14 days from the Commencement Date.
11.1	<p><u>Replace Clause 11.1 and the first two lines of Clause 11.1.1 with the following:</u></p> <p>The Employer, or the Engineer acting on his behalf, shall, subject to any requirements in the Contract as to the order in which the Works shall be executed:</p> <p>11.1.1 On the Commencement Date that is applicable to any phase or portion of the Works, give the Contractor right of access to that part of the Site on which such phase or portion is to be constructed, the location of which access shall be stated in the Site Information.</p>
12.1	<p><u>Add the following to the clause:</u></p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
12.2	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	The Contractor shall deliver his programme within 14 days of the Commencement Date.
12.3.4	<u>Add the following to the clause:</u> The Contractor shall deliver his detailed cash flow forecast within 14 days of the Commencement Date.
20.3	<u>Add the following new clause:</u> The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
21.1	<u>In Clause 21.1, amend the first paragraph to read:</u> "The Contractor shall employ, for the purposes of the Contract, only such persons as are careful, competent and efficient in their several trades and callings."
23.1	<u>Add at the end of Clause 23.1:</u> "Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and unused."
29.1	<u>Add to Clause 29.1:</u> "The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Engineer of any materials which are not his sole property."
29.2	In Clause 29.2, last line, amend "Works" to read "Permanent Works".
32.1.3	<u>Add to Clause 35.1.3:</u> "The minimum amount of insurance required in terms of this Clause, as stated in Part 1 of the Contract Data, shall be per event, the number of events being unlimited." <u>Amend Clause 35.1.4 to read:</u> "Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 49.1.5 hereof."
35.1.1.2.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is {add amount}
35.1.3	The limit of indemnity for liability insurance is {add amount} for any single liability claim. Liability insurance shall include spread of fire risk.
35.6	<u>Add the following to the clause:</u> Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 10.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within twenty eight (28) days of the Date of Commencement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
35.9	<p><u>Add Clause 35.9:</u></p> <p>"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Engineer copies of all claims and associated documents. The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 32.2.1 and 32.2.3."</p>
35.10	<p><u>Add Clause 35.10:</u></p> <p>"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), where applicable, the Contractor shall, within such time as is stated in the Appendix for the production of insurance policies in terms of Sub-Clause 35(6), deliver to the Employer a letter, either</p> <p>(a) from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or</p> <p>(b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."</p>
37.2.2.3	The percentage allowance to cover overhead charges is 15%.
38.1	Special non-working days shall be all South African statutory holidays and the official building holidays.
40.1	<p><u>Add the following to the clause:</u></p> <p>No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
42.1	The Works shall be completed within 4 months excluding special non-working days and the year end break.
42.2	<p><u>Add to Clause 42.2:</u></p> <p>"Should the Contractor consider that he may, during the course of the Contract, wish to invoke "abnormal climatic conditions" as a circumstance entitling him to an extension of time for the completion of the Works, he shall, before commencing any of the Permanent Works, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the Contractor may wish to invoke. The records shall be submitted weekly to the Engineer's Representative, together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal."</p>
42.3	<p><u>Add to Clause 42.3.2:</u></p> <p>"Extension of time in respect of abnormal climatic conditions shall be calculated in accordance with the method and data given in the Specification Data/Scope of Work."</p>
42.4	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>If an extension of time is granted, other than an extension resulting from abnormal climatic conditions in terms of Clause 42.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
42.5	<p><u>Add the following new clause:</u></p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p><i>Where:</i></p> <p>V = Extension of time in calendar days for the calendar month under consideration N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded R_w = Actual total rainfall in mm recorded during the calendar month under consideration N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>Unless otherwise provided in the Site Information, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with clause 42.5 hereof, exceed the number of "n" normal working days.</p> <p>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with clause 42.5 hereof.</p> <p>The rainfall records applicable to this Contract are those recorded at Weather Station {insert details}</p> <p>The following values of N_n and R_n shall apply:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data																																												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #f4a460;">MONTH</th> <th style="background-color: #f4a460;">R_n (mm)</th> <th style="background-color: #f4a460;">N_n (days)</th> </tr> </thead> <tbody> <tr><td>January</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>February</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>March</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>April</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>May</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>June</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>July</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>August</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>September</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>October</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>November</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>December</td><td>{insert value}</td><td>{insert value}</td></tr> <tr><td>TOTAL</td><td>{insert value}</td><td>{insert value}</td></tr> </tbody> </table>			MONTH	R _n (mm)	N _n (days)	January	{insert value}	{insert value}	February	{insert value}	{insert value}	March	{insert value}	{insert value}	April	{insert value}	{insert value}	May	{insert value}	{insert value}	June	{insert value}	{insert value}	July	{insert value}	{insert value}	August	{insert value}	{insert value}	September	{insert value}	{insert value}	October	{insert value}	{insert value}	November	{insert value}	{insert value}	December	{insert value}	{insert value}	TOTAL	{insert value}	{insert value}
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TOTAL	{insert value}	{insert value}																																											
43	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>43.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 51.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for delay shall be 0.05 % of the Total Tender Sum per Calendar Day.</p> <p>43.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>43.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>43.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor); then the appropriate penalty for delay referred to in Clause 43.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>43.3 The imposition of penalties in terms of Clause 43.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>43.4 All penalties for which the Contractor becomes liable in terms of Clause 43.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>43.5 The imposition of any penalties in terms of Clause 43.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 55.1.5.</p>																																												
45.1	<p>In Clause 45.1.2.1.1, the first line, after the word "sums", insert ", excluding VAT," and in Clause 45.1.2.1.2, the third line, after the word "amount" insert ", excluding VAT,"</p>																																												
45.2	<p>In Clause 45.2, line 4, after the word "price", insert ", excluding VAT,"</p>																																												
<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> <p>Contractor</p>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> <p>Witness 1</p>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> <p>Witness 2</p>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> <p>Employer</p>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> <p>Witness 1</p>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> <p>Witness 2</p>																																								

Clause	Contract Data
46.2	The application of a Contract Price Adjustment factor will not apply to this Contract.
46.3	Price Adjustments for variations in the cost of special materials is not allowed.
46.4	In line 6 delete the words "between the Employer and the Contractor".
49.1.5	The percentage limit for materials not yet built into the Permanent Works is 80%.
49.3	The percentage retention on the amounts due to the Contractor is 10 %, excluding contract price adjustment, contingencies and VAT, and limited to 5% of the contract amount, excluding contract price adjustment, contingencies and VAT.
49.4	In line 3 delete the word "said" and insert the word "correct".
49.6	A Retention Money Guarantee is permitted. Replace the term "Bank" with "Bank or Insurance Company".
50.1	In line 2 of the second paragraph delete "15 percent" and replace it with "25 percent".
53.1	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
53.2	In Clause 53.2, paragraph 2, line 2, after the words "Defects Liability Period", insert "within the period specified by the Engineer", and amend "thereafter" to read "after the Defects Liability Period".
55.1.9	<u>Delete the contents of the clause and insert the following:</u> The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract.
58.1.4	Disputes are to be referred to Arbitration .
58.2	Dispute Resolution shall be by Adjudication.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.2 PART 1 - DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.14: **Name of Employer:** Steve Tshwete Local Municipality

Clause 1.2.2: **Address of Employer:**

Physical:

Postal:

Steve Tshwete Local Municipality
Municipal Building
Wanderers Avenue
MIDDELBURG, 1050

P.O. Box 14
MIDDELBURG, 1050

E-Mail: sharonm@stlm.gov.za/tshepos@stlm.gov.za

Telephone No: 013 249 7790/7020/7176 Fax No: 013 243 2550

Clause 1.1.15: **Name of Engineer: {insert name of company}**

Clause 1.2.2: **Address of Engineer:**

Physical:

Postal:

{insert street address}
{insert name of town}
{insert postal code}

P.O. Box {insert number}
{insert name of town}
{insert postal code}

E-Mail: {insert email address}

Telephone No: {insert number} Fax No: {insert number}

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.3 PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract:

REFERENCE

CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Clause 1.1.8: **Name of Contractor:**

Clause 1.2.2: **Address of the Contractor:**

Physical:

Postal:

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

E-Mail:

Telephone No: Fax No:

Clause 37.2.2.3

The percentage allowance 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 as stated in the Bill of Quantities / Day work Schedule.

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

TRANSFER OF RIGHTS

The Successful Tenderer shall complete and submit a Transfer of Rights Form to claim for materials on site with every progress payment for the project. No payment for materials on site would be granted if this document is not submitted with the progress payment being considered. This form together with the documentary proof of ownership or proof of payment by the Contractor to the supplier shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004.

**TRANSFER OF RIGHTS AND INDEMNITY
(To be completed during construction by successful Tenderer only)**

Claim for materials on site, Payment Certificate No. **Date:**

Contract No: For (contract title)

I, the undersigned (name of signatory) in my capacity as
..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)
Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: **Date:**
for and on behalf of the Contractor.

Witnessed by: **Date:**

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

PRO FORMA: OHS MANDATORY FORM

(TO BE COMPLETED AND SIGNED BY ALL MANDATORIES)

**OCCUPATIONAL HEALTH AND SAFETY ACT
NO. 85 OF 1993**

Note: Section 1(1)(xxviii) of the Act defines a "Mandatory" as including "an Agent, a Contractor or a Subcontractor for Work."

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37 (2) of the Occupational Health and Safety Act, Act No.85 of 1993, hereinafter referred to as "the Act", that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations in respect of the work included in the Contract, and
- iv. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at on the day of 20.....

WITNESS:

.....
for and on behalf of **Contractor**

WITNESS:

.....
for and on behalf of the **Municipal Manager**
Steve Tshwete Local Municipality

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

PRO FORMA: DECLARATION OF OWNERSHIP OF UNUSED MATERIALS

in

CERTIFICATE OF PAYMENT NO.

I/We, the undersigned,

..... (Name of Contractor)
hereby declare that the materials for which payment is claimed in terms of Clause 49.1.5 of the General
Conditions of Contract are:

(a) as described

* (i) on the copy of Invoice No.: annexed hereto

* (ii) as set out in detail below

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

*delete whichever is not applicable.

(b) located at

.....
.....

(c) totally owned by me/us and that no other party has any claim or right in respect of the above
materials and that I am/we are free to pass ownership upon receipt of payment for such
materials

(d) intended for incorporation into the permanent works of this Contract.

Signed at

on this day of 20

Witnesses:

1.....

2.....

Signature:

Capacity:

On behalf of:

Address:

.....
.....

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.2: BILL OF QUANTITIES

C2.3: DAYWORK SCHEDULE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1: PRICING INSTRUCTIONS

PREAMBLE TO BILL OF QUANTITIES

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Tenderer's obligations in pricing the tender offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Tender contained in Annexure F of SANS 294, as amended in and read in conjunction with the Tender Data.

2. Documents Mutually Explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. Definitions

For the purpose 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 Scope of Work and Site Information.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of measurement at which the Contractor contracts to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Sum	:	An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

6. Units of Measurement

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	mega newton
MN-m	=	mega newton-metre
MPa	=	mega pascal
m ²	=	square metre
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
m ² -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

7. Net Measurements

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. Quantities

The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. Currency

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. Value Added Tax

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

11. Rates and Prices

11.1 General

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 “Rate only” items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

12. Variation in Text

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

13. Construction

- a) Attention is drawn to Clause 44.1 of the General Conditions of Contract and the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.
- b) Items marked "L" in the Bill of Quantities shall be carried out using labour intensive methods.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2: BILL OF QUANTITIES

**SUPPLY, DELIVERY AND INSTALLATION OF 100 M CONCERTINA RAZOR COILS
FENCE AT SERVICE CENTRE.**

The following Schedule will be the basis of the quote.

Bidder(s) are not permitted to change the basis upon which they have been asked to tender. Any variation from the Pricing Instructions will invalidate this tender.

Prices to include Material and Labour (unless specified)

ITEM	TASK	UNIT	QUANTITY	RATE	AMOUNT
1	PRELIMINARIES AND GENERAL				
1.1	COMPLIANCE WITH OHS REGULATIONS Clause 7.0 Note: The provisions herein include inter alia, compliance with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and in particular with Regulation 5(1) requiring the compilation of a health and safety plan, as well as Regulation 6(1) requiring the appointment of a construction supervisor	Sum	1		
1.2	The P's & G's shall entail but not limited to: Defined works area, Inspection of the site, Existing premises occupied, Protection of existing services, works and premises, Security of the works, Works cleaning and clearing while works is in progress, sound protection, Management of the works, Programme for the works, Labour and plant, Samples of materials, Workmanship samples, Shop drawings, Compliance with manufacturers' instructions, Telecommunication, and all other overheads.	Sum	1		
2	FENCING				
2.1	Supply, delivery and install one line razor wire concertina to match existing (diameter 600 mm) installed along existing concrete palisade fence with necessary accessories	m	100		
2.2	Supply, delivery and install two line razor wire concertina to match existing (diameter 600 mm) installed along existing concrete palisade fence with necessary accessories.	m	100		
2.3	Supply, delivery and install three line razor wire concertina to match existing (diameter 600 mm) installed along existing concrete palisade fence with necessary accessories.	m	100		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	TASK	UNIT	QUANTITY	RATE	AMOUNT
3	SITE CLEANING				
3.1	Clear site of all rubble	Sum	1		
	Sub-total				
	VAT at 14%				
	TOTAL AMOUNT CARRIED FORWARD TO FORM OF OFFER				

Delivery period from date of Order = Days

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.3: DAY WORK SCHEDULE

The Tenderer must insert in this Day work Schedule the percentages which he proposes to claim for labour and on the actual net cost of materials and must state the rates for the use of such Construction Equipment as he proposes to have available upon the Site to use for daily work. (See Clause 37.2.1 of the General Conditions of Contract).

The labour and materials percentages, and rates of hire quoted will be held to include for all items as detailed in Civil Engineering Quantities 1990, Chapter 8 Sub-clauses 8.3 and 8.4.

Rates for the use of Construction Equipment must be the overall charge, excluding VAT, to the Employer.

(a) Labour:

Percentage allowance on gross remuneration of workmen actually engaged %

(b) Material:

Percentage allowance on net cost of materials delivered on Site %

(c) Construction Equipment:

Construction Equipment: (insert details)	Hourly rate (Excluding VAT)	
	R	c

Date: Signed on behalf of the Tenderer:

- NOTES:** (i) If the percentage allowances are not stated by the Tenderer in (a) and (b) above, or in the Contract Data, the percentages will be held to be:
- 15% on the gross remuneration of workmen actually engaged,
 - 15% on the net cost of materials.
- (ii) Payments under Items (a) and (b) above will not be subject to price adjustment, but payments based on the rates under Item (c) will be adjusted in terms of Clause 46.2 of the General Conditions of Contract.

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

PART C3: SCOPE OF WORK

C3.1: STANDARD SPECIFICATIONS

C3.2: PROJECT SPECIFICATIONS

C3.3: PARTICULAR SPECIFICATIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 STANDARD SPECIFICATIONS
C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

- PS-1 Project Description
- PS-2 Description of the Site and Access
- PS-3 Details of the Works
- PS-4 Construction Management Requirements
- PS-5 Site Facilities Available
- PS-6 Facilities Required on site
- PS-7 Features of the Contract Requiring special attention
- PS-8 Rainfall Figures
- PS-9 Security Clearance of Personnel
- PS-10 Safety
- PS-11 Subcontractors
- PS-12 Deviation from Construction Programme
- PS-13 Delay in Completion
- PS-14 Supply of Materials
- PS-15 Execution of Works

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

PO: Occupational Health And Safety Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the South African Bureau of Standard Standardized Specifications for Civil Engineering Construction SABA 1200. (Note to complier “SABS” has been changed to “SANS”; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A: GENERAL

PS1 PROJECT DESCRIPTION

1. GENERAL SECTION

Supply, Delivery and Installation of Galvanised Concertina Razor Wire at Service Centre.

The work involves the supply of equipment, materials and labours and construction.

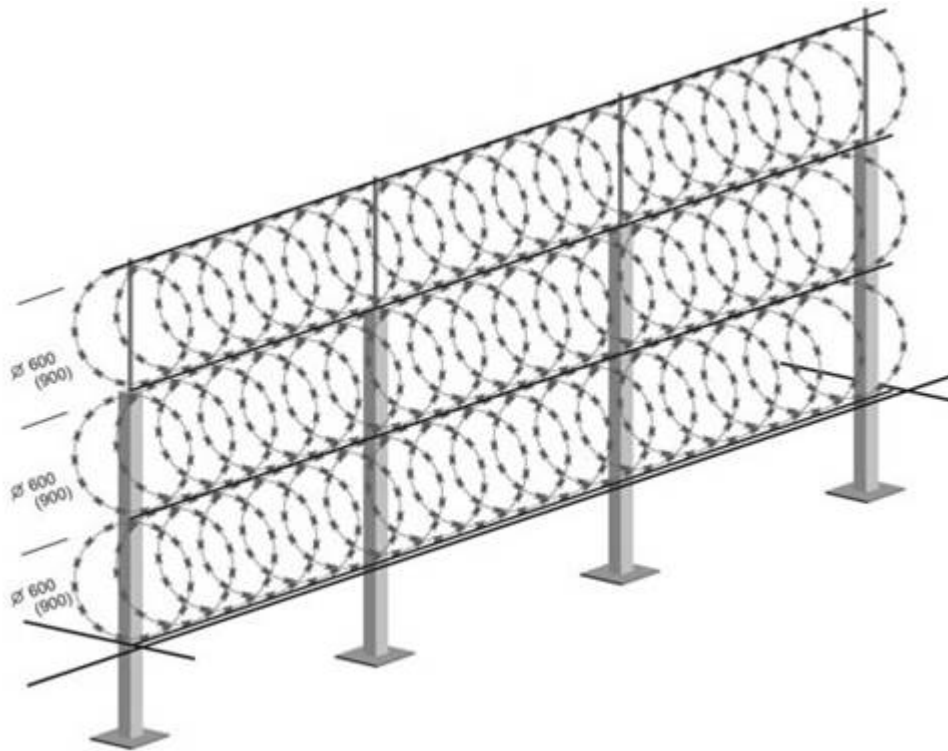
All work shall be undertaken in accordance with all Acts, Codes, regulations and "SABS" Standards. ISO 9001, 14001 AND 18001

DESCRIPTIONS OF WORKS

Overview of the Works

The WORKS consist of supply of labour, material, equipment, plant, etc. necessary for the Installation and completion of Razor wire concertina fence which generally comprise:

- *Install of galvanize concertina coil fence*
- *Install fence and accessories as required and shown.*



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The works will incorporate all existing services and will aim to extend the current features of the site, as not to destroy any of the existing infrastructure as far as possible, but to compliment it with the additions.

Client’s Objective

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

Extend of the Works

The major items of work to be executed by the Contractor are as follows:

a) General

- i) Contractual requirements and Site establishment.
- ii) Locating of existing service.
- iii) Verifications of dimension for setting-out purposes.

b) Supplementary Works

- i) Rendering of maintenance manuals.
- ii) The maintenance of the works during construction and for 12 months from the date of the Certificate of Completion.
Deviation report on construction drawings issued.

The successful tenderer shall provide before commencement of any work on the site the following information:

- Current Public Liability Insurance Policy Number and details of policy
- Current Workers Compensation Policy details
- Proof of Accreditation under the Building Services “CIDB” Authority

The site is to be left clean and tidy to the entire satisfaction of the municipal or the municipal’s nominated representative. The soft fall area is to be clear of construction debris.

The following documentation is supplied as part of this tender, contact is to be made with the project manager.

General

1. Tendered prices will be fixed (no escalation) and will include all materials, labour and other costs.
2. The scope of work may be reduced or increased to accommodate the budgeted amount.
3. Sessions with regard to materials will not be allowed.
4. The contractor must have a valid bank account.
5. The contractor must comply with all labour legislation as well as health and safety act. Proof in this regard will be required before construction commences.
6. A record of all labour and sub-contractors utilised on site must be kept and submitted at weekly intervals.
7. The contractor will be liable for any damages incurred to the works due to his negligence.
8. The contractor will be fully responsible for security at the site until final handover.
9. Final handover will only be approved when the site has been cleared of all materials, rubble and all existing finishes has been made.
10. 10% retention of the total construction cost will be kept for six months.
11. Only SABS approved materials will be used and all works will be carried out in accordance with the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

National Building Regulations.

- 12. It is a specific requirement for this Tender that only local labour be employed for the duration of the contract.
- 13. The contractor must complete the project within 3 Months from the date of issue of an official order.
- 14. R 1 000.00 per calendar day will be deducted from contract amount for delays.
- 15. Steve Tshwete local Municipality is not obliged to accept the lowest or any Bidder and reserves the right to accept any quote, part of any quote, or more than one quote.
- 16. Tender offers shall be adjudicated in accordance with preference procurement policy of Steve Tshwete local Municipality.80/20

1. Warrantees required

As per Manufacture
Appointed services provider may be required to install

PS2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

Cnr. Walter Sisulu and Protea (Magasyn)

2.2 Access to site

Cnr. Walter Sisulu and Protea (Magasyn)

3.2 Nature of stratum on site

N/A

3.3 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places excavation, construction and filling works will have to be performed in a small (\pm 1,0 m width) working space. The method of construction in these confined areas largely depends on the Contractor’s constructional plant. The Contractor shall note that, unless provided for in terms of the scheduled payment items of the project specifications, measurement and payment shall be in accordance with the specified excavation, construction and filling works, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

PS4 CONSTRUCTION PROGRAMME

PS 4.1 General

The submission of a construction programme as stated per Clause 15 of the General Conditions of Contract is compulsory.

[Signature box for Contractor]

Contractor

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2

[Signature box for Employer]

Employer

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2

Before any work is to be commenced on the site (within a period as stated in Clause 15.2 of the General Conditions of Contract), the Contractor must submit a detailed project programme for the construction of the Works to the Engineer for his approval.

In preparation of the construction programme the Contractor must liaise with the Engineer and the programme must take into account the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the Works and the planned time thereof must, with the Contract Period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, as shown in Clause PS 8, is exceeded and the contractor must then apply in writing for extension of the contract period using Clause 50(5) of the Special Conditions of Contract.

The Contractor shall submit to the Engineer a realistic, detailed programme not later than 14 days after receipt of the Letter of Acceptance. The programme shall be in bar-chart format showing in detail how the Contractor proposes to complete the work covered by this contract by the Due Completion Date.

The following details must be stated:

- i) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- ii) A budget of the value of completed work, month by month, for the full contract period.
- iii) The Contractor's plant commitment on the contract for every fortnight.
- iv) The critical path.

The programme shall be kept up to date. If a Contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works before the Due Completion Date.

The approval of any programme by the Engineer shall have no contractual significance, other than satisfying the Engineer that the Work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. The Engineer will have the right to instruct the Contractor to revise the programme if necessitated by circumstances.

PS 4.2 Time for Completion

The maximum time allowed for the completion of the contract is 2 month (excluding special non-working days and the year end break) from the date of Letter of Acceptance.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Water Supply

Fresh water will be available for domestic and construction purposes, but the Contractor must supply all necessary materials for the water connection at a position pointed out by the Engineer. The availability of water cannot be guaranteed by the Municipality and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

PS 5.2 Power Supply

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Electrical power cannot be guaranteed by the Municipality. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

PS 6 FACILITIES REQUIRED ON SITE

PS 6.1 Facilities for the Engineer

A site office for the Engineer is not required.

PS 6.2 Facilities for the Contractor

The following facilities are required on the site for the Contractor in addition to the facilities required by the Contractor for his own purposes:

Ablution and Sanitary Facilities:

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works it from the site.

Site Establishment:

The Engineer shall indicate the location for the site office before the Contractor establishes site.

PS 6.3 Laboratory Facilities (Clause 7 SABS 1200A)

The contractor shall provide Laboratory facilities at an SABS accredited laboratory to conduct tests as required or as specified/measured in the bills of quantity.

PS 6.4 Municipal Name board

2 Official Name Boards, as per C4.2 Site Information: Construction Notice Board, are required for this contract.

PS 6.5 Housing for the Engineer and/or his Representative

No housing is required for the Engineer or his Representative.

PS 6.6 Telephone Facilities

Telephone and facsimile facilities are needed on the site.

PS 6.7 Rail Facilities

The nearest rail siding is {insert name} Railway Station.

PS 7 FEATURES OF THE CONTRACT REQUIRING SPECIAL ATTENTION

The execution of this contract is primarily the {insert the work description}. Construction work is to be conducted in areas of presumably unstable sub-surface conditions and the Tenderer shall provide special insurance to cover the works, machinery and his and the Employer's personnel in the event of ground movement during execution of work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Engineer or Employer shall not be responsible or liable for any losses or damages incurred by the Contractor irrespective if it is due to the execution of work as per specifications or as directed in writing or verbally by the Employer or Engineer.

PS 8 RAINFALL FIGURES

The following figures are applicable for Clause 50(5) of the Special Conditions of Contract

INFORMATION SOURCE: National Weather Bureau, Department of Transport
 Pretoria, Tel.: (012) 309 3911
 RAINFALL STATION: {insert name}
 PERIOD: {insert period}

MONTH	Nn	Rn
JANUARY	{insert value}	{insert value}
FEBRUARY	{insert value}	{insert value}
MARCH	{insert value}	{insert value}
APRIL	{insert value}	{insert value}
MAY	{insert value}	{insert value}
JUNE	{insert value}	{insert value}
JULY	{insert value}	{insert value}
AUGUST	{insert value}	{insert value}
SEPTEMBER	{insert value}	{insert value}
OCTOBER	{insert value}	{insert value}
NOVEMBER	{insert value}	{insert value}
DECEMBER	{insert value}	{insert value}
ANNUAL AVERAGE:	{insert value}	{insert value}

Nn = Average amount of days on which a rainfall of 10 mm or more has been recorded.
Rn = Average monthly rainfall in mm

PS 9 SECURITY CLEARANCES OF PERSONNEL

Tenderers to note that the Steve Tshwete Local Municipality may require that Security Clearance investigations be conducted on any number of the Tenderer’s personnel.

If so required, by the Steve Tshwete Local Municipality, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

PS 10 SAFETY

PS10.1 Safety of Workmen

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The safe conduct of the Works shall be a primary consideration and the entire Works shall be carried out in conformity with all applicable statutory regulations and requirements and Tenderers must price their Tenders accordingly.

The Contractor shall provide and maintain in readiness on the Site, all equipment, and materials necessary to render first aid in case of accidents or other emergencies. The Contractor shall also assign to the Works and designate for this purpose, trained employees who are able to render first aid.

PS10.2 Health and Safety Requirements

It is a requirement of this contract that the Contractor shall provide a safe working environment and to direct all his activities in such a manner that his employees and any other persons who may be directly affected by his activities are not exposed to hazards to their health and safety.

To this end the Contractor shall conform to all the stipulations of the Occupational Health and Safety Act (Act 85 of 1993) and the Regulations applicable at the time of tender, which inter alia provide for the designation of a health and safety representative (or representatives) when an employer has more than 20 employees in his employ.

The following shall govern:

1. The Contractor shall execute the work in accordance with the Contract document pertaining to this contract and shall be the Employer’s representative regarding occupational health and safety for all activities on the site but without derogating from his status in his own right as an Employer or user in accordance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993).
2. This Agreement shall hold good from the commencement date of the Contract up to completion or termination thereof.
3. The Contractor declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as “the Act”. Together with its amendments.
 - b) The procedures and safety rules of the Employer as pertaining to the Contractor and to all his subcontractors.
 - c) The purpose and meaning of this Agreement as envisaged by the provisions of the Section 37(2) of the Act.
4. In addition to the requirements of the Contract documents, the Contractor agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
5. The Contractor is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.
6. The Contractor hereby accepts sole liability for the compliance with the relevant duties, obligations and prohibitions imposed by the Act and expressly absolve the employer and the employer’s consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. The Contractor shall be obliged to report forthwith to the employer any investigation, complaint, or criminal charge which may arise as a consequence of the provision of the Act pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint of criminal charge.

PS 11 SUB-CONTRACTORS

The Employer shall have the right to cede any sub-contract under this contract to a pre-approved subcontractor, in accordance with the provisions of Clause 9 of the General Conditions of Contract.

PS 12 DEVIATION FROM CONSTRUCTION PROGRAMME

The programme of work as required in terms of the “General Conditions of Contract –Sixth edition (1990)” shall be submitted to the Engineer not later than fourteen days after the Commencement Date.

The Contractor shall take into account the requirements of the Occupational Health and Safety Act, as well as the Construction Regulations in the drafting of the programme.

The format shall not be in the form of a bar chart only, but shall also clearly indicate the anticipated quantity of work to be executed each month. The construction programme shall also clearly indicate the local and foreign labour to be utilised for the duration of the Contract.

If during the progress of the work, the quantities of the work performed per month fall below the expected indicated in the Construction programme, or if the sequence of operation is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised construction programme.

Such a revised construction programme shall be based on the tempo of work achieved by the Contractor up to the date of revision. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided for in the “General Conditions of Contract –Sixth edition (1990)”.

PS 13 DELAY IN COMPLETION

The Contractor shall organise the Works in such a manner that no delays occur. Delay due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

PS 14 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

[Signature box]
Contractor

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Witness 1

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Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

PS 15 EXECUTION OF THE WORKS

PS 15.1 Inspection by the Engineer

No portion of the work shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

PS 15.2 Certificate of Completion

When all the work under the Contract have been completed to the entire satisfaction of the Engineer, he will issue a certificate of completion to the Contractor informing the Contractor of the date the date at which the works are deemed to be completed and accepted by the Employer.

The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

PS 16 LIST OF DRAWINGS

None

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PART B: VARIATIONS, AMENDMENTS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS

{Insert amendments}

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C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter.

Clause	Description
PO	Occupational Health and Safety Specifications

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PO: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

Specification in terms of the construction regulations 4 (1) (a) of the Occupational Health and Safety Act, no. 85 of 1993.

1. BACKGROUND

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

The Client’s further duties are as 4(1) to 4(6) in The Construction Regulations, July 2003.

2. SCOPE

Development of a Health & Safety Specification that addresses all aspects of Occupational Health and safety as affected by the dismantle, relocate, prepare and construct covered steel structure for licensing temporary waiting area.

3. OH&S MANAGEMENT

3.1 Structure and Organization of OH&S Responsibilities

3.1.1. Overall Supervision and Responsibility for OH&S

- The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. Annexure 2 - “Legal Compliance Audit” may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

3.1.2. Further (Specific) Supervision Responsibilities for OH&S

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))

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- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(ii))
- Welding Supervisor (General Safety Regulation 9)

3.2. Communication and Liaison

- OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in **3.10**.
- 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 Consulting Engineer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations, etc.

3.3. OH&S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- 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))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- Designs/drawings (Construction Regulation 5 (8))
- A list of Contractors (Subcontractors) 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 3.1.1. and 3.1.2. above.
- Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Form/Support work Inspection
 - * Excavations Inspection
 - * Lifting Equipment
 - * Demolition Inspections
 - * Designer’s Inspection of Structures Record

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- * Designer's Inspection of Structures Record
- * Batch Plant Inspections
- * Arc & Gas Welding & Flame Cutting Equipment Inspections
- * Construction Vehicles & Mobile Plant Inspections
- * Electrical Installation and Machinery Inspections
- * Fire Equipment Inspection & Maintenance
- * First Aid
- * Hazardous Chemical Substances
- * Lifting Tackle and Equipment Inspections
- * Inspection of Cranes
- * Inspection of Ladders
- * Inspection of Vessels under Pressure
- * Machinery Inspections
- * Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

3.4. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (CIFR) of at least 8 (Refer Annexure 3 - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

3.5. Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to Section 4. below "Project/Site Specific Requirements").

3.6. Arrangements for Monitoring and Review

3.6.1. Monthly Audit by Client

The Client 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.

3.6.2. Other Audits and Inspections by Client

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client 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.

3.6.3 Reports

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The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached **Annexure 4: "OHSE Risk Management Report"**.

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 the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

3.6.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that 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.

3.7 Site Rules and Other Restrictions

3.7.1. Site OH&S Rules

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.

3.7.2. Security and Emergency Arrangements

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.

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

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

3.8. Training

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

3.8.1. General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training.

3.8.2. Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

3.8.3. 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.

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification and 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 in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and 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-ordinator

3.9. Accident and Incident Investigation

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees

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and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all 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.

3.10.1 OH&S Representatives and Committees

3.10.1. Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7)

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.

3.10.2. Duties and Functions of the OH&S Representatives

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.

3.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson 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:

- Opening and welcome
- Present/Apologies/Absent
- Minutes of previous meeting
- Matters arising from the previous minutes
- OH&S Representatives Reports
- Incident Reports & Investigations
- Incident /Injury statistics
- Other matters

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- Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

4. PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- Clearing & Grubbing of the Area/Site
- Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure.)
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
 - Trenching machine

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- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline
- Installing heat shrink joint sleeves
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor’s hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

Annexure 1: Construction Occupational Health – Safety – Environment Audit System

Annexure 2: Guidelines for the development of a Health and Safety Plan.

Annexure 3: Guide to Risk Assessment

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ANNEXURE 1

CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT AUDIT SYSTEM

(Based on the New Construction Regulations)

*** Denotes items applicable to both Construction sites and Contractors Plant/Storage**

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section / Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified	
		Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site	
		Readily available for perusal by employees	
COID Act Section 80	*Registration with Compensation Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client	
		OH&S plan developed	
		Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded	
		Risk Assessment and Plan drawn up/Updated	
		Risk Assessment Plan available on Site	
		Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as	
		Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as	
		Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees – one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof.	
		Designation in writing, period and area of responsibility specified.	
		Meaningful OH&S Rep. reports.	
		Reports auctioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established.	
		Members appointed in writing.	
		Meetings held monthly.	
		Minutes kept.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors.	
		List of Subcontractors displayed.	
		Proof of Registration with Compensation Insurer/Letter of Good Standing	
		Construction Work Supervisor designated	
		Written arrangements concerning	
		OH&S Reps & OH&S Committee	
Construction. Regulation 7	Fall Prevention & Protection	Written arrangements regarding First Aid	
		Competent person appointed to draw up and supervise the Fall Protection Plan	

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Section / Regulation	Subject	Requirements	Yes/No
		Proof of appointees competence available on Site	
		Risk Assessment carried out for work at heights	
		Fall Protection Plan drawn up/updated	
		Available on Site	
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work.	
		Proof of appointees competence available on Site	
		Risk Assessment carried out	
		Roof work Plan drawn up/updated	
		Roof work inspect before each shift. Inspection register kept	
Construction. Regulation 9	Structures	<u>Information re. the structure being erected received from the Designer including:</u>	
		- geo-science technical report where relevant	
		- the design loading of the structure	
		- the methods & sequence of construction	
		- anticipated dangers/hazards/special Measures to construct safely	
		Risk Assessment carried out	
		Method statement drawn up	
All above available on Site			
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork	
		Design drawings available on site	
		Risk Assessment carried out	
		<u>Support & Formwork inspected:</u>	
		- before use/inspection	
		- before pouring of concrete	
		- weekly whilst in place	
- before stripping/dismantling. Inspection register kept			
Construction. Regulation 11	Scaffolding	<u>Competent persons appointed in writing to:</u>	
		- erect scaffolding (Scaffold Erector/s)	
		- act as Scaffold Team Leaders	
		- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)	
		Written Proof of Competence of above appointees available on Site	
		Copy of SABS 085 available on Site	
		Risk Assessment carried out	
Inspected weekly/after bad weather.			
Construction. Regulation 12	Suspended Scaffolding	Inspection register/s kept	
		<u>Competent persons appointed in writing to:</u>	
		- erect Suspended scaffolding (Scaffold Erector/s)	
		- act as Suspended Scaffold Team Leaders	

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Section / Regulation	Subject	Requirements	Yes/No
		- inspect Suspended Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted	
		Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour	
		<u>The following inspections of the whole installation carried out by a competent person</u> - after erection and before use - daily prior to use. Inspection register kept	
		<u>The following tests to be conducted by a competent person:</u> - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept	
		Employees working on Suspended Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work	
		Written Proof of Competence of above appointee/s available on Site	
		Risk Assessment carried out	
		Inspected:	
		- before every shift	
		- after any blasting	
		- after an unexpected fall of ground	
		- after any substantial damage to the shoring	
- after rain. Inspections register kept			
Constructions. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work	
		Written Proof of Competence of above appointee/s available on Site	
		Risk Assessment carried out	
		Engineering survey and Method Statement available on Site	
		Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist	
		Written Proof of Competence of above appointee available on Site.	
		Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Coffe dams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams	
		Written Proof of Competence of above appointee available on Site	
		Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	

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Section / Regulation	Subject	Requirements	Yes/No
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above	
		Empty cartridge cases/nails/fixing bolts returns recorded	
		Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above	
		Risk Assessment carried out	
		Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996)	
		Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment	
		Written Proof of Competence of above appointee available on Site.	
		Cranes & Lifting tackle identified/numbered	
		Register kept for Lifting Tackle	
		Log Book kept for each individual Crane Inspection:	
		- All cranes - daily by operator	
		- Tower Crane/s – after erection/6monthly	
		- Other cranes – annually by comp. person	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	- Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly	
		Risk Assessment carried out	
		Competent person appointed in writing to inspect/test the installation and equipment.	
		Written Proof of Competence of above appointee available on Site.	
		<u>Inspections:</u>	
		- Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept	
		Portable electric tools and -lights and extension leads identified/numbered.	
Monthly visual inspection by User/Issuer/Storeman. Register kept.			
Construction. Regulation 2: Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used	
		Written Proof of Competence of above appointee available on Site	
		Proof of registration of all divers present on site available	
		Risk Assessment carried out	
		Diving Manual produced. Available on Site	
		Record of Voice Communications kept	
Diving Operations record kept			

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Section / Regulation	Subject	Requirements	Yes/No
		Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor	
		Decompression tables available on Site	
		Records of any Decompression illness kept	
		Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage	
General Safety Regulation 8(1)(a)		Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures	
		<u>Emergency Evacuation Plan developed:</u> - Drilled/Practiced	
		- Plan & Records of Drills/Practices available on Site	
		Fire Risk Assessment carried out	
		All Fire Extinguishing Equipment identified and on register.	
		Inspected weekly. Inspection Register kept	
Construction. Regulation 32/ General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)	
		First Aid freely available	
		Equipment as per the list in the OH&S Act.	
		One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)	
		List of First Aiders and Certificates	
		Name of person/s in charge of First Aid box/es displayed.	
		Location of F/Aid box/es clearly indicated.	
		Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out	
		Items of PSE prescribed/use enforced	
		Records of Issue kept	
		Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment	
		Written Proof of Competence of above appointee available on Site	
		Equipment identified/numbered and entered into a register	
		Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/Hazardous	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS	

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Section / Regulation	Subject	Requirements	Yes/No
Chemical Substances (HCS)		Written Proof of Competence of above appointee available on Site	
		Risk Assessment carried out	
		Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's	
		Written Proof of Competence of above appointee available on Site	
		Risk Assessment carried out	
		Certificates of Manufacture available on Site	
		Register of VUP's on Site	
		<u>Inspections & Testing by Approved Inspection Authority (AIA):</u>	
		- after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	<u>Operators/Drivers appointed to:</u>	
		- Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive	
		Written Proof of Competence of above appointee available on Site	
		Record of Daily inspections kept	
Construction. Regulation 38/General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders	
		Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

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ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. PROJECT BACKGROUND

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client’s Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. FRAMEWORK FOR AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.1 Introduction

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- Management Structure
- Quality Plan
- Human Resources Plan
- Registered Workplace Skills Plan
- “Letter of good standing” from the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports

2.2 Contents of an Occupational Health and Safety Plan

2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- **Arrangements for:**
 - Regular liaison between parties on site
 - Consultation with the workforce

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- The exchange of design information between the Client, engineer, supervisors and contractors on site
- Handling design changes during the project
- Selection and control of contractors
- The exchange of Occupational Health and Safety information between all contractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site OH&S rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident
- and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- Safety risks
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified

- Health risks
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses
 - Provision of and maintaining ablution and eating facilities
 - Other significant health risks as and when identified

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2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

The following are some of the requirements to be addressed:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

Suggested contents of an OH&S File/Manual

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandataries
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

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ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1. HOW TO DO IT?

Steps to Effective Risk Assessment

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyse it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising taking into account the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

2. HOW SERIOUS IS IT?

PROBABILITY

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

CONSEQUENCES

- 1 Fatality or permanent disability
- 2 Major injury
- 3 Average Lost Time Injury
- 4 Minor Injury
- 5 Medical Treatment or less

PROBABILITY

		A	B	C	D	E
C O N S E Q U E N C E S	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

ACTION

- | | | | |
|--------------|---------|------------|---------------------------|
| Risk Rating: | 1 – 3 = | Serious | Immediate (within 1 week) |
| | 4 - 5 = | High | Within 1 month |
| | 6 – 7 = | Moderate | > 4 weeks |
| | 8 – 9 = | Acceptable | No action |

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<p>Access Towers Acid Washing Aggregate/Sand Delivery Angle Grinder Arc Welding Armco Barriers - installation Assembling. of elements by boilermaker Back Filling Bag Filling Band Saw Banksman Batch Plant Bench Grinder Bin Scraper Block Feeder Block Machine Boom Scraper Bricks – Laying of Brickwork Bulk Earthworks Cement Spray Truck Clearing & Grubbing of Area/Site Compr. Gas Cylinders-handling Compressors – Air Concrete – placing of (1) Concrete – placing of (2) Confined Spaces – Working in Conveyors Cutting – of Earthworks David Arm Deck Panels – placing Depalletor Operator Diss. Assemble Rejects Distribution Boards – Electrical Drivers – of Vehicles Dry Tile De-racking Dumpers - Concrete Electrical Installation – Maintenance of Elevated Positions Erecting – Install/Shutters Excavations (1) Excavations (2) Explosive Powered Tools Finger Car Fire Fighting Prevention Fire Prevention & Protection Formwork Friction Saw Front End Loader Fuel Supply Gas Cylinders – Handling of Gas Welding-cutting copper Traffic Control/Regulation Trench Excavation Use of angle grinder Use of Port. Elec. Tools Wet tile racking Work confined spaces Work in Elevated Positions Working Platforms Workshops</p>	<p>Gas Welding-cutting operations Guillotine Hand & Spray Painting Hand Tools Jacking – with Hydraulic Pump Hanging scaffolding Hauling High cut operations Jacking Hydraulic Pump (1) Jacking Hydraulic Pump (2) Kerb Laying Landscaping Lathe Layering of (Road work) Materials Layering Process Laying Kerbs Laying of storm water drains Levelling – of materials Lifting Concrete Beams onto trailers Loading supervisor Loading/Unloading - of Trucks Loffels – placing/laying Machine operator Making of steel items Material delivery Materials Handling Mixer operator Mobile Cranes Pedestal Drill Pedestal Grinder Placing Concrete Plastering Portable Electric Drill Portable Electric Tools Portable Ladders Post Tensioning Radial Arm Drill Refuelling Vehicles/Plant Reinforcing Steel – placement (1) Reinforcing Steel – placement (2) Road Traffic Signs – placement of Road works - Deviations Roof Truss erection Sand Blasting Scaffolding Shuttering – Erection Shuttering – Stripping Site Establishment (1) Site Establishment (2) Skill Saw Spray Painting Storm water pipes - laying Structural Steel – Erection Structural Steel – Laydown Surveying Suspended Scaffolds Termite Proofing Tile Machine Tile stacking Timber Feeder Tower Cranes Traffic Accommodation</p>
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