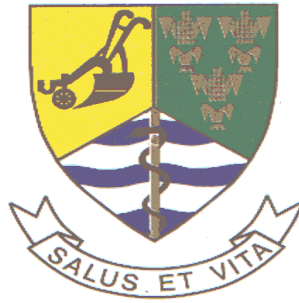


BELA-BELA LOCAL MUNICIPALITY



BID DOCUMENT

BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

CLOSING DATE: 29 JUNE 2026

CLOSING TIME: 12:00PM

A BID FOR CATEGORY 3SB or HIGHER CIDB REGISTERED CONTRACTORS

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
<p>Manager: Engineering Planning Mr. M.M Mojela BELA-BELA LOCAL MUNICIPALITY 58 Chris Hani Drive BELA-BELA 0480</p> <p>Tel: (014) 736 8000 Fax: (014) 736 3288 E-mail: MojelaM@belabela.gov.za</p>	<p>Manager: Supply Chain Management Ms. K.J Makgobela BELA-BELA LOCAL MUNICIPALITY 58 Chris Hani Drive BELA-BELA 0480</p> <p>Tel: (014) 736 8201 Fax: (014) 736 3288 E-mail: MakgobelaKJ@belabela.gov.za</p>

NAME OF BIDDER (BIDDING ENTITY) : _____

TEL NUMBER : _____

FAX NUMBER : _____

THE OFFERED TOTAL OF THE PRICES, INCLUDING VALUE ADDED TAX, IS:

R..... (In figures)



LIST OF PROJECT DOCUMENTS

The following documents are relevant to this Bid, and Bidders are advised to obtain their own copies thereof:

- 1) "General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 2015) issued by the South African Institution of Civil Engineering (Short title "General Conditions of Contract 2015").
- 2) "Standardised Specifications for Civil Engineering Construction" SANS 1200
- 3) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulation 2014 (Government Gazette No 37305 of 07 February 2014, Notice No 10113, Vol 584).
- 4) In addition, Bidders are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Bidder to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
 - a) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette No 42622 of 8 August 2019
 - b) SANS 1921:2004 Construction and Management
 - Part 1: General Engineering and Construction Works.
 - Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor.
 - Part 5: Earthworks Activities which are to be performed by hand.
 - c) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 47452 of 04 November 2022

The Project Document, containing the Bid Notice, Conditions of Tender, Bid Data, Returnable Schedules, General and Particular Conditions of Contract, Project Specifications, Pricing Schedule, Form of Offer and Site Information, is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Bidder, Performance Security and all Addenda issued during the period of bid will also form part of this document once a successful bidder has been appointed.

1) and 2) are available from the following organisations (as applicable):

- **CESA, PO Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, E-mail: general@cesa.co.za**
- **SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8, E-mail: civilinfo@saice.org.za**
- **SAFCEC**
- **South African Bureau of Standards**

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SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER

FAX NUMBER :

E-MAIL ADDRESS :

CONTRACT PRICE : R

(Amount brought forward from the Form of Offer and Acceptance) *

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VERY IMPORTANT NOTICE ON DISQUALIFICATION

A Bid not complying with the peremptory requirements stated hereunder will be regarded as being a not “**Acceptable Bid**” and as such will be rejected.

“**Acceptable Bid**” means any bid which, in all respects, complies with the conditions of the Bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act No. 5 of 2000, Preferential Procurement Regulations as published in the Government Gazette No. 47452 of 04 November 2022 and related legislations:

1. Attend the compulsory briefing session as scheduled and advertised. Bidders who do not attend the compulsory briefing session will not be evaluated on compliance and functionality.
2. Submit bid in the correct bid box.
3. Submit bid before closing date and time.
4. Fill in all the required information in all Forms/ Returnable Schedules (**See the “Returnable Document Checklist” section of this document**)
5. All bids must be submitted on the official forms provided by the municipality not to be re-typed or electronically filled.
6. Complete and sign all Forms/Schedules in ink. Do not use pencils or correction fluid to make corrections.
7. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. Do not scratch out, write over rates, paint over rates or use correction fluid.
8. Do not remove pages from the bid document.
9. Ensure that witnesses sign where required.
10. Price the Bill of Quantities in full as required and not only provide lump sums.
11. Complete the Authority for Signatory form included in the tender document and attach a certified copy or original of the members/ director’s resolution/ power of attorney. In the case of the Joint venture, such documents must be attached for all parties.
12. Only the person authorised to do so may sign the bid offer.
13. Attach to the bid document a copy of a signed Joint Venture agreement (if applicable), with contents as guided in the **Construction Industry Development Board (CIDB) Best Practice Guideline #D2, Joint Venture Arrangements**.
14. Submit written proof of registration with the CIDB, in an appropriate Contractor grading designation of **3SB or Higher** (category), as required in the bid documentation. In the case of a joint venture bidders must submit a consolidated CIDB grading.
15. Submit Company registration documents. In the case of the Joint venture, such documents must be attached for all parties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

16. Submit Certified Copies of Identity Documents for the Director(s) of the Company. In the case of the Joint venture, such documents must be attached for all parties.
17. Submit proof of the Tax Compliance Status (verification Pin) issued by the South African Revenue Services (SARS) or Proof that necessary arrangements have been made to meet outstanding tax obligations. In the case of the Joint venture, such documents must be attached for all parties.
18. The Form of offer (**Part C1.1**) must be completed and signed by the authorised signatory.
19. Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.
20. Submit copies of municipal rates and taxes Accounts of both the company and director(s) not older than three (3) months and not in arrears of more than 90 days from the date of tender closure.

A lease agreement may be submitted where applicable but must also be accompanied by a Municipal Rates and Taxes Account of the leased property where the Lessee is responsible for such an account. If the Lessee is not responsible for the Municipal Rates and Taxes account, then a statement of account must be submitted as evidence that the Lessee has met their obligations.

If Municipal Rates & Taxes Account submitted is not in the name of the Company and/or any of the Directors, a written affidavit stating how the Account relates to the said Company and/or Director must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.

21. Submit proof of registration with the **Central Data Base** (CSD) of the National Treasury. In the case of the Joint venture, such documents must be attached for all parties.
22. The bidder attempts to influence or has in fact influenced the evaluation of the bid and/or the awarding of the contract.
23. The bidder during the last 5 years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
24. The bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
25. The bidder has abused the Bela-Bela LM's Supply Chain Management System.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 26. The bidder and any of its directors are in arrears for more than ninety (90) days for any municipal rates and taxes owed to the Bela-Bela LM or any other Municipality.
- 27. Irrespective of the procurement process followed, no award may be given to a person-
 - a) who is in the service of the state, or
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
- 28. The bidder may only submit a bid on the original documentation provided by the Bela-Bela LM or downloaded from the e-tender portal.
- 29. The Bidder cannot submit more than one bid for the same project.

PLEASE NOTE:

- 1. **Section 217 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective.**
- 2. **The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.**
- 3. **Municipal Supply Chain Management policy and Preferential Procurement Policy Framework Act No 5 of 2000 and its regulations will be applied.**
- 4. **In this document and other documents referred to but not attached, the following words are synonymous with each other:**
 - a) **Client, Employer, Bela-Bela Local Municipality**
 - b) **Bidder, Contractor, Service Provider**
 - c) **Bid and Tender and Variations Thereof**
 - d) **Joint Venture / Consortium**

APPROVED BY:

Mr T.G RAMAGAGA
Municipal Manager
Bela-Bela Local Municipality
RETURNABLE DOCUMENT CHECKLIST

Bidders to complete this checklist to ensure that all information in the Bid Document is completed, included and read by the Bidder.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION	OUTCOME IF NOT COMPLIED WITH	COMPLETED/ INCLUDED/ READ
All pages requiring signatures signed by the Bidder (Authorized Person)	Non-responsive, bid eliminated	<input type="checkbox"/>
Correct bid offer amount on BOQ carried forward to Bid Summary and the Form of offer	Non-responsive, bid eliminated	<input type="checkbox"/>
Part 2: Data provided by the Contractor completed (Section C1.2 Contract Data)	Non-responsive, bid eliminated	<input type="checkbox"/>
RETURNABLE SCHEDULES (T2.1)		
Record of Addenda to Bid Document – Form A	Non-responsive, bid eliminated	<input type="checkbox"/>
Schedule of Amendments, Qualifications and Alterations – Form B	Non-responsive, bid eliminated	<input type="checkbox"/>
Certificate of Authority for Signatory – Form C	Non-responsive, bid eliminated	<input type="checkbox"/>
Compulsory Declaration – Form D	Non-responsive, bid eliminated	<input type="checkbox"/>
Declaration of Good Standing Regarding Tax (MBD 2) – Form E	Non-responsive, bid eliminated	<input type="checkbox"/>
Declaration of Interest (MBD 4) – Form F	Non-responsive, bid eliminated	<input type="checkbox"/>
Municipal Declaration and returnable documents (MBD 5.1) – Form G	Non-responsive, bid eliminated	<input type="checkbox"/>
Audited Annual Financial Statements for the past three (3) years (MBD 5.2) – Form H	Non-responsive, bid eliminated	<input type="checkbox"/>
Municipal Utility account (MBD 5.3) – Form I	Non-responsive, bid eliminated	<input type="checkbox"/>
Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (MBD 6.1) – Form J	Non-responsive, bid eliminated	<input type="checkbox"/>
Declaration of Bidder’s Past Supply Chain Management Practices (MBD 8) – Form K	Non-responsive, bid eliminated	<input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION	OUTCOME IF NOT COMPLIED WITH	COMPLETED/ INCLUDED/ READ
Certificate of Independent Bid Determination (MBD 9) – Form L	Non-responsive, bid eliminated	<input type="checkbox"/>
Financial References – Form M	Non-responsive, bid eliminated Information or bank history not available, possible risk	<input type="checkbox"/>
Valid Letter of good standing for the Workmen’s compensation with the Department of Labour – Form N	Non-responsive, bid eliminated	<input type="checkbox"/>
Proposed key Personnel – Form O	Non-responsive, bid eliminated No designated personnel, possible risk on experience to carry out the works.	<input type="checkbox"/>
Schedule of Works Previously Executed – Form P	Non-responsive, bid eliminated Regarded as Bidder with no experience	<input type="checkbox"/>
Schedule of Present Commitments – Form Q	Non-responsive, bid eliminated	<input type="checkbox"/>
Schedule of Plant and Equipment – Form R	Non-responsive, bid eliminated Regarded as Bidder with limited resources to carry out the works.	<input type="checkbox"/>
Functionality Criteria and Points claimed by Bidder – Form S	Non-responsive, bid eliminated Regarded as Bidder with limited resources and less experience to carry out the works.	<input type="checkbox"/>
Schedule of Labour Content – Form T	Non-responsive, bid eliminated	<input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT DATA (SECTION C1.1 AND C1.2)

Form of offer not signed Non-responsive, bid eliminated

Contract Data (Part 2: Data provided by the Contractor) Non-responsive, bid eliminated

PRICING DATA (SECTIONS C2.1 – C2.3)

Schedule of Quantities (All items in black ink) Refer to pricing Instructions

Calculation of Bid Sum Refer to pricing Instructions

REASON FOR NON-COMPLIANCE

CONTACT DETAILS

Office Phone No. _____

Office Fax No. _____

Cell Phone No. _____

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SIGNED ON BEHALF OF BIDDER

DATE

Contractor

Witness 1

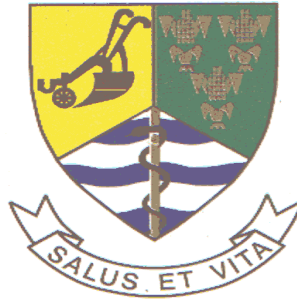
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

PORTION 1: THE TENDER

PART T1 TENDERING PROCEDURES

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

PART T2 RETURNABLE DOCUMENTS

- T2.1 List of returnable documents
- T2.2 Returnable documents

Contractor

Witness 1

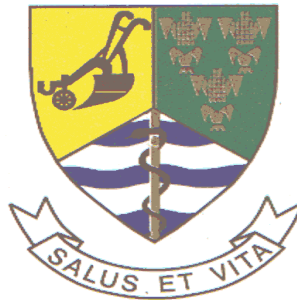
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

PART T1: TENDERING PROCEDURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Bela-Bela Local Municipality
 58 Chris Hani Drive, Bela-Bela
 Private Bag X1609, Bela-Bela, 0480



T1.1 TENDER NOTICE AND INVITATION TO BID

Suitably qualified Service Providers are hereby invited to submit bids for the following:

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT (Non-Refundable)	CIDB GRADING	COMPULSORY BRIEFING SESSION	CONTACT PERSON	CLOSING DATE AND TIME
9/3/1/437	Rehabilitation of Meininger Street (Ward 1)	80/20 • Price • Specific Goals	R 1 500.00 or downloadable from e-tender portal for free	3SB or Higher	Date: 15 June 2026 Time: 10:00AM Venue: Old Clinic, Behind Municipal Offices, 59 Chris Hani Drive, Bela-Bela.	Mr. M.M Mojela Tel: 014 736 8000 e-mail: MojelaM@belabela.gov.za and Ms. R. Matlala Tel No: 015 291 1176 e-mail: admin@zce.co.za	29 June 2026 at 12:00PM
Documents are available from: Records Offices 1st floor Room F58 59 Chris Hani Drive Bela-Bela, 0480		All Applications must be submitted at: Bela-Bela Local Municipality In the Tender Box placed at the Records Office Room F58 Chris Hani Drive Bela-Bela, 0480					
All Supply Chain Management (SCM) queries must be directed to: Ms. K.J Makgobela Tel: (014) 736 8082 e-mail: MakgobelaKJ@belabela.gov.za							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Minimum Requirements:

1. A copy of a Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.
2. Director's information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.
3. CSD report of the National Treasury. In case of Joint Venture, a Consolidated Central Supplier Database Registration (CSD) is required.
4. Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.
5. Attach a certified copy or original members/directors' resolution in company's letter head. In the case of the Joint venture, such documents must be attached for all parties.
6. Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.
7. Attach a copy of a signed Joint Venture agreement (if applicable).
8. Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.
9. MBD forms (to be completed and signed on the tender document)
10. Form of offer and acceptance (to be completed and signed on the tender document)
11. Bids received will be evaluated in terms of the 80/20 preferential point system as prescribed in the amended Preferential Procurement Policy Framework Act (No 5 of 2000).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Category persons	100% Youth owned – 5 points, Greater or equals to 51% Youth owned – 3 points, Greater than 0% and less than 51% Youth owned – 1 point, 0% Youth owned – 0 point Maximum points = 5 points
Gender	100% Women owned – 5 points, Greater or equals to 51% Women owned – 3 points, Greater than 0% and less than 51 % Women owned – 1 point, 0% Women owned – 0 point Maximum points = 5 points
Race	100% Black owned – 5 points, Greater or equals to 51% Black owned – 3 points, Greater than 0% and less than 51 % Black owned – 1 point, 0% Black owned – 0 point Maximum points = 5 points
Disability	100% people with disability owned – 5 points, Greater or equals to 51% people with disability owned – 3 points, Greater than 0% and less than 51% people with disability owned – 1 point, 0% people with disability owned – 0 point Maximum points = 5 points

12. Failure to comply with the above-mentioned conditions may invalidate your Bid.

Please Note:

1. Section 217 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive, and cost effective.
2. No application(s) will be accepted from a person in the service of the state.
3. No telegraphic, telefax and late applications will be accepted.
4. The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.
5. The Municipal Supply Chain Management Policy and Preferential Procurement Policy Framework Act No 5 of 2000 and its regulations will be applied.

**Mr. TG RAMAGAGA
MUNICIPAL MANAGER**

Notice Number: 92/26

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BELA-BELA LOCAL MUNICIPALITY					
BID NUMBER:	9/3/1/437	CLOSING DATE:	29 June 2026	CLOSING TIME:	12:00PM
DESCRIPTION	REHABILITATION OF MEININGER STREET (WARD 1)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO CONCLUDE A WRITTEN CONTRACT WITH THE CLIENT.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):					
Bela-Bela Municipal Offices: 59 Chris Hani Drive, Bela-Bela 0480 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open from 7:30 – 15:00pm, Monday - Fridays a week.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R		
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT	Supply Chain Management	Engineering Planning
CONTACT PERSON	Ms. K.J Makgobela	Mr. M.M Mojela
TELEPHONE NUMBER	(014) 736 8201	(014) 736 8000
FACSIMILE NUMBER	(014) 736 3288	N/A
E-MAIL ADDRESS	MakgobelaKJ@belabela.gov.za	MojelaM@belabela.gov.za

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART 3.
- 2.5 BIDDERS MUST ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 TENDER DATA

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette No. 42622, Board Notice 423 of 2019.

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

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

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
1.1	Actions	<p>The Employer is: Bela-Bela Local Municipality Private Bag x 1609 Bela-Bela 0480</p> <p>The term "bid" in the context of this standard is synonymous with the term "tender".</p>
1.1.1	Actions	<p>The Employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in Clauses 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.</p>
1.2	Bid Document	<p>The Bid Document issued by the Employer comprises of one (01) volume.</p> <p>The volume consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender Notice and invitation to bid T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of Returnable documents T2.2 Returnable schedules forms</p> <p>C1.1 Form of Offer and Acceptance (Yellow) C1.2 Contract Data (White) C2.2 Bill of Quantities (Yellow)</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of Offer and Acceptance (Yellow) C1.2 Contract Data (White) C1.3 Performance Guarantee (White)</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions (Yellow) C2.2 Bill of Quantities (Yellow)</p>

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		<p>Part C3: Scope of Work C3 Scope of Work</p> <p>Part C4: Site Information, specifications, and special conditions C4.1 Site Information C4.2 OHS Specification C4.3 Baseline Risk Assessment</p> <p>Part C5: Drawings</p>
1.3.2	Interpretation	The Standard Conditions of Tender, the Bid Data, List of Returnable Documents and Returnable Schedules which are required for the bid evaluation purposes, shall also form part of the Contract arising from the invitation to Tender.
1.3.4	Add the following new clause 1.3.4 on Interpretation.	The Bid Documents have been drafted in English. The Contract arising from the invitation of tender shall be interpreted and constructed in English.
1.4	Communication and Employer's Agent	<p>Communication and Employer's Agent (also known as the Engineer):</p> <p>BAKONE CONSULTING ENGINEERS 581 Mendelssohn Street Constantia Park 018</p> <p>Tel No: (+27) (12) 998 1225 Contact person: Ms. R. Matlala e-mail: ramasela@bakonegroup.co.za</p> <p>Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded, and in the language stated in the tender data. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the tender data.</p> <p>The language for communications is English</p>
1.5.1	Cancellation and Re-invitation of Tenders	The employer may, prior to the award of the tender, cancel a tender if: (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) there is material irregularity in the tender process
1.5.4	Add the following new clause 1.5.4 on Cancellation.	The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but shall give written reasons for such action upon written request to do so.
1.6.1	Procurement procedures: General	Unless otherwise stated in the tender data, a contract shall, subject to 3.13, be concluded with the Bidder who, in terms of 3.11, is the highest ranked or the Bidder scoring the highest number of tender evaluation points, as relevant,

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		based on the tender submissions that are received at the closing time for tenders.
1.6.2	Procurement procedures: Competitive Negotiation Procedure	<p>Replace the contents of the clause with the following:</p> <p>The Municipal Manager may negotiate the final terms of a contract with an identified Bidder through a competitive bidding process as a preferred Bidder provided that such negotiation;</p> <ol style="list-style-type: none"> Does not allow any preferred Bidder a second or unfair opportunity, It is not to the detriment of any other Bidder, and Does not lead to a higher price than the bid as submitted. <p>Minutes of such negotiation will be kept for record purposes.</p>
2.1	Tenderer's obligations: Eligibility	<p>Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>Only those Bidders who satisfy the following criteria are eligible to submit bids:</p> <ul style="list-style-type: none"> Only Bidders who employ staff which satisfy EPWP requirements are eligible to submit bids. The Bidder must have a staff member who has completed the NQF level 5-unit standards "Manage Labour Intensive Construction" Only those Bidders who are registered with the National Treasury Central Service Provider Data Base (CSD), and Only those Bidders who are registered with the CIDB, in a Contractor Grading equal to 3SB or HIGHER than a Contractor Grading designation determined in accordance with the sum offered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3SB or HIGHER Class of construction work, are eligible to submit Bids. <p>Joint Ventures are eligible to submit bids provided that:</p> <ul style="list-style-type: none"> Every member of a Joint Venture is registered with the CIDB within 10 days from the closing date of Bids; The lead partner has a Contractor Grading Designation in the 3SB or HIGHER class of construction work; and, The combined Contractor Grading Designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum offered for a 3SB or HIGHER class of construction work, is eligible to submit Bids.
2.2.1	Tenderer's obligations: Cost of tendering	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
2.2.3	Add the following to the clause 2.2.3 of the Tenderer's	A non-refundable Bid deposit of R1 500.00 payable in cash or by bank guaranteed cheque made out in favour of the Bela-Bela Local Municipality, is required on collection of the Bid documents.

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	obligations: Cost of tendering	Accept that the Employer will not compensate the Bidder for any costs incurred in attending interviews in the office of the employer or the Employer's agent (if required).
2.3	Check documents	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
2.4	Confidentiality and copyright of documents	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
2.5	Reference Documents	<p>The document "General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 2015)" of the South African Institute of Civil Engineers.</p> <p>Bidders, Contractors and Sub-Contractors shall obtain their own copies of this document for Bidding purposes and for use for the duration of the Contract from:</p> <p>The Secretary South African Institution of Civil Engineering Private Bag X200 Halfway House 1685</p> <p>or</p> <p>SAICE House Block 19 Thornhill Office Park Becker Street Midrand Tel. 011 805 5947</p> <p>and shall bear all expenses in this regard.</p>
2.6	Acknowledge addenda	Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
2.7	Site Visit and Clarification Meeting	<p>A compulsory site visit and clarification meeting will be held as follows:</p> <p>Location: Old Clinic, Behind Municipal Offices, 59 Chris Hani Drive, Bela-Bela Date: 15 June 2026 Starting time: 10:00AM</p> <p>Bidders must sign the attendance list in the name of the bidding entity.</p> <p>Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list of the compulsory briefing session.</p>
2.8	Seeking Clarification	<p>Replace the contents of the clause with the following:</p> <p>Request clarification of the Bid Documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Bid Notice and</p>

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		Invitation to Bid (Section T1.1) in writing at least five (5) working days before the closing time stated in clause 2.15.
2.11	Alterations to Document	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer or to correct errors made by the Bidder. To correct errors made, draw a line through the incorrect entry and write the alteration above in black ink and write the initials of the authorised signatories next to the alteration. Do not make erasures using masking fluid.
2.12.1	Alternative Bid Offers	No alternative offers will be accepted
2.13	Submitting of Bid Offer	Add the following to the clause: No claim will be entertained for faults in the Offer Price resulting from any discrepancies, omissions or indistinct figures.
2.13.1		Each Bidder is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
2.13.3		Parts of each Bid Offer communicated on paper shall be submitted as an original plus zero copies.
2.13.4		Add the following to the clause: "Only authorised signatories may sign the original and all copies of the Bid Offer where required in terms of 2.13.3. In the case of a ONE-PERSON CONCERN submitting a Bid, this shall be clearly stated. In case of a COMPANY submitting a Bid, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a Bid, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a Bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Bid. In the case of a JOINT VENTURE submitting a Bid, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." Accept that failure to submit proof of authorisation to sign the Bid shall result in a Bid offer being regarded as non-responsive.

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2.13.5	Delivery of Bid	<p>Replace the contents of the clause with the following:</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Records Office F58 Physical address: Bela-Bela Local Municipality, 59 Chris Hani Drive, Bela-Bela, 0480 Postal address: Private Bag X1609, Bela-Bela, 0480 Identification details: "REHABILITATION OF MEININGER STREET (WARD 1)"</p>
2.13.6	Two-envelope procedure	A two-envelope procedure will not be followed.
2.13.9		<p>Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Bids will not be accepted.</p> <p>Accept that a tender submitted to the Employer cannot be withdrawn or substituted. No substitute tenders will be considered.</p> <p>All tenders received by the Bela-Bela Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p>
2.14	Information and Data to be completed in all respects	<p>Add the following to the clause:</p> <p>"Accept that the Employer shall in the evaluation of Bid Offers take due account of the Bidder's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past."</p> <p>Accept that the Employer is restricted in accordance with clause 4(4) of the Construction Regulations 2003, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to Health & Safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to award a Contract to a Bidder."</p>
2.15.1	Closing time	<p>The closing time and location for the submission of Bid Offers are:</p> <p>Closing date: 29 June 2026 Closing Time: 12:00PM Location: In the Tender Box placed at the Records office Room F58 59 Chris Hani Drive Bela-Bela 0480</p>
2.16.1	Tender offer validity	The bid offer validity period is 90 days .

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		<p>Add the following to the clause:</p> <p>If the Bid validity expires on a Saturday, Sunday or public holiday, the Bid shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.17	Clarification of Bid offer after Submission	<p>Replace the contents of the clause with the following clause:</p> <p>“Provide clarification of a Bid offer in response to a request to do so from the Employer during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line-item totals. No change in the unit rate or prices or substance of the Bid Offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals and shall be binding upon the Bidder. Therefore, no change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted”</p>
2.18	Provide other material	The Bidder shall, when requested by the Employer to do so, submit the names of all Management and Supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
2.19	Inspections, tests, and analysis	The Bidder must provide access during working hours to his premises for inspections on request.
2.22	Return of Bid Documents	Where a Bidder who received a Bid, Document does not submit a Bid, the Bid Documents issued to him must be returned to the Employer within 14 days after the closing date for submission of Bids.
2.23	Certificates	<p>The following certificates / information/ documents must be provided with the Bid Offer (any Bid not complying with the below stipulations, listed a. to n. will be regarded as non-responsive and will therefore not be considered for further evaluation):</p> <ol style="list-style-type: none"> a. A copy of a Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties. b. Director’s information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties. c. CSD report of the National Treasury. In case of Joint Venture, a Consolidated Central Supplier Database Registration (CSD) is required. d. Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties. e. Attach a certified copy or original members/directors’ resolution in company’s letter head. In the case of the Joint venture, such documents must be attached for all parties. f. Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be

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		<p>submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.</p> <ul style="list-style-type: none"> g. Attach a copy of a signed Joint Venture agreement (if applicable). h. Certificate of Contractor Registration with CIDB Grading of 3SB or HIGHER issued by the Construction Industry Development Board. Certificates of Registration in respect of each partner, where a bidder satisfied the CIDB Contractor grading designation requirements through the formation of a joint venture. i. Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties. j. Copy of certified Identity Documents k. Copy of Deed of Trust (if a trust is involved) l. Proof of Bank Account <p>Note: Failure to provide these documents will result in the tender not being evaluated further in terms of Method 2 (Functionality, Price and Specific goals)</p>
<p>2.24 (Add the following new Clause)</p>	<p>Canvassing and obtaining of additional information by Bidder's</p>	<p>Accept that no Bidder shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his Bid, after the opening of the Bids but prior to the Employer arriving at a decision thereon.</p> <p>No Bidder shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Bids."</p>
<p>2.25 (Add the following new Clause)</p>	<p>Awards to close family members of persons in the service of the state</p>	<p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2 000.00 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including –</p> <ul style="list-style-type: none"> a) the name of that person. b) the capacity in which that person is in the service of the state; and c) the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the bid of persons in service of state must be completed.</p>

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2.26 (Add the following new Clause)	Tax compliance pin	Submission of a Tax Compliance Verification Pin on a SARS letterhead is compulsory.” “Bidders should note, that in accordance with legislation, no contract may be awarded to a / a person / entity who has failed to submit a Tax Compliance Verification Pin on a SARS letterhead from the South African revenue Service (SARS)																				
2.27 (Add the following new Clause)	Tender Disputes	Disputes on the tendering procedure will be settled by means of mutual consultation, mediation (with or without legal representation), or when unsuccessful in procedures as per the applicable laws in the Court of Law of the Republic of South Africa.																				
2.28 (Add the following new Clause)	Eligibility	Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders. Tender Qualification: Labour Intensive Contracts To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria: a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5. b) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment. c) The contractor will carry out the works using labour based work methods as described in Section 3 of the Scope of Work. The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:10 for effective supervision of Labour-intensive works for all LI activities																				
2.29 (Add the following new Clause)	Schedule of Labour Content	The minimum Labour Content for this Project shall be 11% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be: <table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>TOTAL</th> <th>WOMEN</th> <th>YOUTH</th> <th>Disabled</th> </tr> </thead> <tbody> <tr> <td>Work Opportunities</td> <td>12</td> <td>7</td> <td>7</td> <td>1</td> </tr> <tr> <td>Person Days</td> <td>780</td> <td>468</td> <td>429</td> <td>8</td> </tr> <tr> <td>Training Days</td> <td>TBC</td> <td>TBC</td> <td>TBC</td> <td>TBC</td> </tr> </tbody> </table> Accredited training allowance has been allowed for in the BoQ.	DESCRIPTION	TOTAL	WOMEN	YOUTH	Disabled	Work Opportunities	12	7	7	1	Person Days	780	468	429	8	Training Days	TBC	TBC	TBC	TBC
DESCRIPTION	TOTAL	WOMEN	YOUTH	Disabled																		
Work Opportunities	12	7	7	1																		
Person Days	780	468	429	8																		
Training Days	TBC	TBC	TBC	TBC																		
2.30 (Add the following)	Additional Conditions of Bid	The additional Conditions of Bid are: 1. Bela-Bela Local Municipality may also request the Bidder to provide written evidence that his financial, labour and resources are adequate for carrying out project.																				

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new Clause)		<p>2. The Bela-Bela Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidder shall provide all reasonable assistance in such investigations.</p> <p>3. The Bela-Bela Local Municipality reserves the right to appoint a different Service Provider for each project. The Bidder shall be required to complete the Form of Offer and the Bill of Quantities for each project.</p> <p>4. The bid document shall be submitted and shall not be taken apart.</p> <p>5. List of Returnable Documents (PART T2) must be completed in full. A bidder's company profile will not be used by the Bela-Bela Local Municipality to complete PART T2 on behalf of the Bidder.</p> <p>PLEASE NOTE: If PART T2 is not completed in full by the Bidder, this offer will be rejected.</p>
3.1	Respond to clarification	Replace the contents of the clause with the following: Respond to a request for clarification received via email as per the details on the invitation to bid, up to three (3) working before closing of the bid.
3.4	Opening of Bid submissions	Bids will be opened immediately after the closing time for bid.
3.5	Two-envelope system	The two-envelope system shall not apply.
3.8.1	Test for responsiveness	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
3.8.2	Responsive Tender	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
3.9	Arithmetical Errors	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for: a) the gross misplacement of the decimal point in any unit rate;

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		<p>b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:</p> <p>i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p>ii) the summation of the prices.</p> <p>The Employer must correct the arithmetical errors in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>															
3.11	Evaluation of Bids	The procedure for the evaluation of responsive Bids is Method 2 (Functionality, Price and Specific goals).															
3.11.1	General	<p>Evaluation of Bid Offers</p> <p>Scoring Functionality</p> <p>Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability and the technical capacity and ability of a Bidder.</p> <p>A Bid will not be evaluated further if it fails to meet the minimum threshold of total 70 points out of maximum 100 points for functionality as prescribed in the following tables:</p> <table border="1"> <thead> <tr> <th>CATEGORY</th> <th>FUNCTIONAL CRITERIA</th> <th>POINTS ALLOCATION</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Experience of the bidder</td> <td>50</td> </tr> <tr> <td>(ii)</td> <td>Key personnel qualifications and experience</td> <td>40</td> </tr> <tr> <td>(iii)</td> <td>List of Plant</td> <td>10</td> </tr> <tr> <td colspan="2">TOTAL</td> <td>100</td> </tr> </tbody> </table> <p>(i) EXPERIENCE OF THE BIDDER (50 POINTS)</p>	CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION	(i)	Experience of the bidder	50	(ii)	Key personnel qualifications and experience	40	(iii)	List of Plant	10	TOTAL		100
CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION															
(i)	Experience of the bidder	50															
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TOTAL		100															

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Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER																															
		<p>The Bidder must submit proof of successfully completed similar projects in rehabilitation/ repairs/ construction in road and/or stormwater (Copies of Appointment Letters and Completion Certificates must be attached).</p> <table border="1"> <thead> <tr> <th>TARGETED GOALS</th> <th>POINTS ALLOCATION</th> </tr> </thead> <tbody> <tr> <td>Bidder has submitted no information or inadequate information to determine scoring levels</td> <td>0</td> </tr> <tr> <td>Bidder has successfully completed at least 1 project in rehabilitation/ repairs/ construction in road and/or stormwater</td> <td>10</td> </tr> <tr> <td>Bidder has successfully completed at least 2 projects in rehabilitation/ repairs/ construction in road and/or stormwater</td> <td>20</td> </tr> <tr> <td>Bidder has successfully completed at least 3 projects in rehabilitation/ repairs/ construction in road and/or stormwater</td> <td>30</td> </tr> <tr> <td>Bidder has successfully completed at least 4 projects in rehabilitation/ repairs/ construction in road and/or stormwater</td> <td>40</td> </tr> <tr> <td>Bidder has successfully completed at least 5 projects in rehabilitation/ repairs/ construction in road and/or stormwater</td> <td>50</td> </tr> </tbody> </table> <p>(ii) KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE (40 POINTS)</p> <p>The Bidder must submit the Proposed Team Structure, identifying Site Agent, Site Foreman and Safety Officer as key personnel. (Copies of CVs and Certified Copies of Qualifications Certificates must be attached).</p> <table border="1"> <thead> <tr> <th>KEY-PERSONNEL</th> <th>TARGETED GOALS</th> <th>POINTS ALLOCATION</th> <th>TOTAL POINTS</th> </tr> </thead> <tbody> <tr> <td rowspan="5">Contracts Manager</td> <td>No information or inadequate information submitted to determine scoring level</td> <td>0</td> <td rowspan="3">5</td> </tr> <tr> <td>Contracts Manager with NQF Level 6 qualification in the Built Environment</td> <td>2</td> </tr> <tr> <td>NQF Level 5 certificate in “<i>Manage Labour Intensive Construction</i>” or similar</td> <td>1</td> </tr> <tr> <td>Contracts Manager with 1 – 5 years of relevant construction experience</td> <td>2</td> <td rowspan="2">10</td> </tr> <tr> <td>Contracts Manager with NQF Level 6 qualification in the Built Environment</td> <td>2</td> </tr> </tbody> </table>	TARGETED GOALS	POINTS ALLOCATION	Bidder has submitted no information or inadequate information to determine scoring levels	0	Bidder has successfully completed at least 1 project in rehabilitation/ repairs/ construction in road and/or stormwater	10	Bidder has successfully completed at least 2 projects in rehabilitation/ repairs/ construction in road and/or stormwater	20	Bidder has successfully completed at least 3 projects in rehabilitation/ repairs/ construction in road and/or stormwater	30	Bidder has successfully completed at least 4 projects in rehabilitation/ repairs/ construction in road and/or stormwater	40	Bidder has successfully completed at least 5 projects in rehabilitation/ repairs/ construction in road and/or stormwater	50	KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS	Contracts Manager	No information or inadequate information submitted to determine scoring level	0	5	Contracts Manager with NQF Level 6 qualification in the Built Environment	2	NQF Level 5 certificate in “ <i>Manage Labour Intensive Construction</i> ” or similar	1	Contracts Manager with 1 – 5 years of relevant construction experience	2	10	Contracts Manager with NQF Level 6 qualification in the Built Environment	2
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER			
			NQF Level 5 certificate in "Manage Labour Intensive Construction" or similar	1	
			Contracts Manager with more than 5 years of relevant construction experience	7	
		Site Agent	No information or inadequate information submitted to determine scoring level	0	0
			Site Agent with NQF Level 6 qualification in the Built Environment	2	5
			NQF Level 5 certificate in "Manage Labour Intensive Construction" or similar	1	
			Site Agent with 1 – 4 years of relevant construction experience	2	
			Site Agent with NQF Level 6 qualification in the Built Environment	2	10
			NQF Level 5 certificate in "Manage Labour Intensive Construction" or similar	1	
			Site Agent with more than 4 years of relevant construction experience	7	
			No information or inadequate information submitted to determine scoring level	0	
		Site Foreman	Site Foreman with NQF Level 4 qualification	2	5
			NQF Level 4 certificate in "Apply Labour Intensive Construction" or similar	1	
			Site Foreman with 1 – 3 years of relevant construction experience	2	
			Site Foreman with NQF Level 4 qualification	2	10
			NQF Level 4 certificate in "Apply Labour Intensive Construction" or similar	1	
			Site Foreman with more than 3 years of relevant construction experience	7	
			No information or inadequate information submitted to determine scoring level	0	
		Safety officer	No information or inadequate information submitted to determine scoring level	0	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER																
		Safety officer with NQF Level 6 qualification in Health and Safety	2	5														
		Safety officer with 1 – 3 years of relevant construction experience	3															
		Safety officer with NQF Level 6 qualification in Health and Safety	2	10														
		Safety officer with more than 3 years of relevant construction experience	8															
		(iii) LIST OF PLANT (10)																
		Bidders are expected to have the following minimum plant: Excavator, Grader, TLB, Tipper Truck and Bakkies (Registration documents of plant owned or letter of intent to rent the relevant plant with registration documents must be attached)																
		<table border="1"> <thead> <tr> <th>TARGETED GOALS</th> <th>POINTS ALLOCATIONS</th> </tr> </thead> <tbody> <tr> <td>No relevant documents attached</td> <td>0</td> </tr> <tr> <td>Excavator</td> <td>2</td> </tr> <tr> <td>Grader</td> <td>2</td> </tr> <tr> <td>TLB</td> <td>2</td> </tr> <tr> <td>2x Tipper Trucks</td> <td>2</td> </tr> <tr> <td>2x Bakkies</td> <td>2</td> </tr> </tbody> </table>			TARGETED GOALS	POINTS ALLOCATIONS	No relevant documents attached	0	Excavator	2	Grader	2	TLB	2	2x Tipper Trucks	2	2x Bakkies	2
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		All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on price and specific goals in accordance with the Preferential Procurement Regulations 2022 (Government Gazette No. 47452 dated 04 November 2022). The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.																
		For bids with a Rand Value equal to or below R50 million (80/20)																
		(1) The following formula will be used to calculate the points out of 80 for price in respect of an invitation with a Rand value equal to or below R50 million, inclusive of all applicable taxes.																
		The financial offer will be scored using the following formula: $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$																
		Where: P_s = Points scored for price of tender under consideration. P_t = Price of tender under consideration; and P_{min} = Price of lowest acceptable tender.																

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER										
		<p>(2) Subject to sub-regulation (4) below, points for specific goals must be awarded to a Bidder in accordance with the table below</p> <table border="1"> <thead> <tr> <th>SPECIFIC GOALS CATEGORIES</th> <th>NUMBER OF POINTS 20 POINTS BREAKDOWN</th> </tr> </thead> <tbody> <tr> <td>1. Category of persons</td> <td>100% Youth owned – 5 points Greater or equals to 51% Youth owned – 3 points Greater than 0% and less than 51% Youth owned – 1 point 0% Youth owned – 0 point Maximum of 5 points</td> </tr> <tr> <td>2. Gender</td> <td>100% Women owned – 5 points Greater or equals to 51% Women owned – 3 points Greater than 0% and less than 51 % Women owned – 1 point 0% Women owned – 0 point Maximum of 5 points</td> </tr> <tr> <td>3. Race</td> <td>100% Black owned– 5 points Greater or equals to 51% Black owned – 3 points Greater than 0% and less than 51 % Black owned – 1 point, 0% Black owned – 0 point Maximum points = 5 points</td> </tr> <tr> <td>4. Disability</td> <td>100% people with disability owned – 5 points Greater or equals to 51% people with disability owned – 3 points Greater than 0% and less than 51% people with disability owned – 1 point 0% people with disability owned – 0 point Maximum points = 5 points</td> </tr> </tbody> </table> <p>(3) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.</p> <p>(4) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.</p> <p>(5) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.</p>	SPECIFIC GOALS CATEGORIES	NUMBER OF POINTS 20 POINTS BREAKDOWN	1. Category of persons	100% Youth owned – 5 points Greater or equals to 51% Youth owned – 3 points Greater than 0% and less than 51% Youth owned – 1 point 0% Youth owned – 0 point Maximum of 5 points	2. Gender	100% Women owned – 5 points Greater or equals to 51% Women owned – 3 points Greater than 0% and less than 51 % Women owned – 1 point 0% Women owned – 0 point Maximum of 5 points	3. Race	100% Black owned– 5 points Greater or equals to 51% Black owned – 3 points Greater than 0% and less than 51 % Black owned – 1 point, 0% Black owned – 0 point Maximum points = 5 points	4. Disability	100% people with disability owned – 5 points Greater or equals to 51% people with disability owned – 3 points Greater than 0% and less than 51% people with disability owned – 1 point 0% people with disability owned – 0 point Maximum points = 5 points
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3.13.1	Acceptance of Bid Offer	A Bid Offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.										
3.17	Copies of Contract	The successful Bidder shall receive ONE (01) copy of the signed Contract.										

Contractor

Witness 1

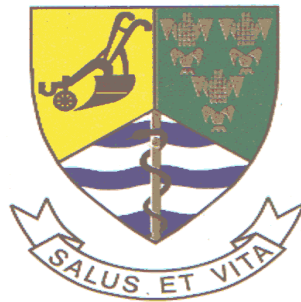
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

PART T2: RETURNABLE DOCUMENTS

PART T2

RETURNABLE DOCUMENTS

T2.1 List of returnable documents

T2.2 Returnable documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 List of returnable documents

- (i) **Documentation to demonstrate eligibility to have tenders evaluated**
- (ii) A copy of a Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.
- (iii) Director's information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.
- (iv) CSD report of the National Treasury. In case of Joint Venture, a Consolidated Central Supplier Database Registration (CSD) is required.
- (v) Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.
- (vi) Attach a certified copy or original members/directors resolution in company's letter head. In the case of the Joint venture, such documents must be attached for all parties.
- (vii) Submit copies of municipal rates and taxes Accounts of both the company and director(s) not older than three (3) months and not in arrears of more than 90 days from the date of tender closure.

A lease agreement may be submitted where applicable but must also be accompanied by a Municipal Rates and Taxes Account of the leased property where the Lessee is responsible for such an account. If the Lessee is not responsible for the Municipal Rates and Taxes account, then a statement of account must be submitted as evidence that the Lessee has met their obligations.

If Municipal Rates & Taxes Account submitted is not in the name of the Company and/or any of the Directors, a written affidavit stating how the Account relates to the said Company and/or Director must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties. Attach a copy of a signed Joint Venture agreement (if applicable).

- (viii) Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.
- (ix) MBD forms (to be completed and signed on the tender document)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (x) Form of offer and acceptance (to be completed and signed on the tender document)
- (xi) Proof of Registration with CIDB – Grade 3SB or HIGHER. In case of a joint venture, a calculated combined CIDB grading must be attached.

Note: Failure to provide these documents will result in the tender not being evaluated as per **Method 2 (Functionality, Price and Specific goals)**

1. Returnable Schedules required for tender evaluation purposes

The Bidder must complete the following returnable schedules as relevant:

Form A	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form B	PROPOSED AMENDMENTS AND QUALIFICATIONS
Form C	AUTHORITY OF SIGNATORY
Form D	COMPULSORY DECLARATION
Form E	DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)
Form F	DECLARATION OF INTEREST (MBD 4)
Form G	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (MBD 5.1)
Form H	ANNUAL FINANCIAL STATEMENTS DECLARATION (MBD 5.2)
Form I	MUNICIPALITY UTILITY ACCOUNT (MBD 5.3)
Form J	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)
Form K	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
Form L	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
Form M	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS

2. Other documents required for tender evaluation purposes

Form N	VALID LETTER OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION WITH THE DEPARTMENT OF LABOUR
Form O	PROPOSED KEY PERSONNEL
Form P	SCHEDULE OF PREVIOUS EXPERIENCE
Form Q	SCHEDULE OF SIMILAR CURRENT PROJECTS
Form R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form S	FUNCTIONALITY CRITERIA AND POINTS CLAIMED BY BIDDER
Form T	SCHEDULE OF LABOUR CONTENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PLEASE NOTE:

- The Bidder is required to complete each schedule and form listed above to the best of his ability, as the evaluation of Bids and eventual Contract will be based on the information provided by the Bidder.
- Failure of a Bidder to complete and sign the schedules and forms to the satisfaction of the Employer will inevitably prejudice the Bid and may lead to rejection on the basis that the Bid is non-responsive.
- Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
- Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a bidder. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

Item no.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Bidder's attention is drawn to clause 5.8 of SANS 10845-3 regarding the Employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed

Date

.....

.....

Name

Position

.....

.....

Bidder

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: _____

Contact number: _____

Office address: _____

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



COMPANIES AND CLOSE CORPORATIONS:

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

Mr/ Ms

has been duly authorized to sign all documents in connection with the Bid Number

..... and any Contract which may arise there from on

behalf of

(COMPANY NAME IN BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: COMPULSORY DECLARATION

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

Section 1: Enterprise Details

Name of Enterprise:	
Contact Person:	
Email:	
Telephone:	
Cell No	
Fax:	
Physical Address	
Postal Address	

Section 2: Particulars of companies and close corporations

Company or Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
------------------------	--

Section 6: Particulars of principals

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 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
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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 an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of family member	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

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the Employer no longer requiring such works or the Employer failing to make payment in terms of the contract.

- Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury’s Database of Restricted Suppliers (see www.treasury.gov.za)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa).
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration)
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- vii) neither the Bidder or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months.
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Bidder's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Contractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that Bidders avoid conflicts of interest, only submit a tender offer if the Bidder or any of his principals is not under any restriction to do business with Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any Bidder who engages in fraudulent and corrupt practice. Clause 3.1 also requires Bidders to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

ATTACH THE VALID SARS TAX COMPLIANCE STATUS (VERIFICATION PIN)

The South Africa Revenue Services (SARS) Tax Compliance Status (Verification Pin or Declaration by The South Africa Revenue Services (SARS) confirming that tax matters of the Tendering company/ association or Joint Venture parties are in order must be submitted together with the Bid. Failure to submit the documents will result in the invalidation of the Bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F: DECLARATION OF INTEREST (MBD 4)

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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (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

2.11.1 If yes, furnish particulars

.....

.....

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
SIGNATURE ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (MBD 5.1)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of Enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for Consultancy Services

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g., quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) annual financial statements:

(tick one of the boxes):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors have / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*i.e.: all municipal accounts are paid up to date*);

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
-% of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

Dispute will be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful in a South African court of law.

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed _____ Date _____
 Name _____ Position _____
 Enterprise name _____

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

FORM H: ANNUAL FINANCIAL STATEMENTS DECLARATION (SECTION 5.2)

The undersigned, who warrants that he / she is duly authorised to represent the enterprise, hereby confirms that:

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 2005, as applicable
- 3) The enterprise has compiled its financial accounts in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 2005, as applicable
 - internally independently
- 4) The following statement applies to the enterprise (tick the appropriate box and provide relevant information)
 - The enterprise has had its financial statements audited by an auditor (name of auditor). The enterprise is required to have an independent review of its financial statements by an independent reviewer (name of independent reviewer).
 - The enterprise has had its financial statements audited and is not required by law to have an independent review of its financial statements (name of independent reviewer).
- 5) The attached income statement and balance sheet is a true extract from the financial statements compiled in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 2005, as applicable, for the preceding three (3) financial years within 12 months of the end of the financial year.

[Attach the true and correct balance sheet contained in the financial statement]
- 6) The enterprise's net profit for the financial year is R
- 7) The enterprise's net loss for the financial year is R

NOT APPLICABLE

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

FORM I: MUNICIPAL UTILITY ACCOUNT (MBD 5.3)

DECLARATION BY THE BIDDER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH COPY OR ORIGINAL UTILITY ACCOUNT
(NOT OLDER THAN THREE MONTHS FROM DATE OF TENDER CLOSURE)**

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

Important: Note the following

- List Account(s) registered in the name(s) of the Director(s) and the Company the declaration form attached hereto.
- Attach municipal Utility account(s) of the respective Director(s) not older than three (3) months from date of closure of the bid,
- Attach Municipal Utility account of Company registered office (if applicable) and in case of leased premises, attach lease agreement and the utility account of leased premises or statement of account for the lessee.
- In case of joint ventures – utility account(s) of each of the various directors must be attached to the bid document.
- If Municipal Rates & Taxes Account is not in the name of the Company and/or any of the Directors, a written affidavit stating how the Account relates to the said Company and/or Director must be submitted.
- If the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where;

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Table 1: Specific Goals for the Tender and Points Claimed are Indicated per the Table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (80/20 system) (To be completed by the tenderer) (tick the appropriate box)	Means of Verification
100% Youth owned = 5 points,	5 points		Copy of Central Suppliers Database full report
Greater or equals to 51% Youth owned = 3 points,	3 points		
Greater than 0% and less than 51% Youth owned = 1 point	1 point		
0% Youth owned = 0 point	0 point		
Maximum of 5 points			
100% Women owned = 5 points,	5 points		Copy of Central Suppliers Database full report
Greater or equals to 51% Women owned = 3 points,	3 points		
Greater than 0% and less than 51% Women owned = 1 point	1 point		
0% of Women owned = 0 point	0 point		
Maximum of 5 points			
100% Black owned = 5 points,	5 points		Copy of Central Suppliers Database full report
Greater or equals to 51% black owned = 3 points,	3 points		
Greater than 0% and less than 51% Black owned = 1 point	1 point		
0% of Black owned = 0 point	0 point		
Maximum of 5 points			
100% people with disability owned = 5 points,	5 points		Certified copy of Doctor's Certificate with medical practice number
Greater or equals to 51% people with disability owned = 3 points,	3 points		
Greater than 0% and less than 51% people with disability owned = 1 point	1 point		
0% people with disability owned = 0 point	0 point		
Maximum of 5 points			

Suppliers are required to submit the documents listed in means of verification as per above table for points allocation during preference point system evaluation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) forward the matter for criminal prosecution, if deemed necessary.

Signed

Date

Name

Position

Enterprise name

_____	_____
_____	_____

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM K: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (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:		
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 IS TRUE AND CORRECT.

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

.....
SIGNATURE ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MDB 9)

This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

1. 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.
2. 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.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (MDB 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.

[Empty box for Contractor signature]

Contractor

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

[Empty box for Employer signature]

Employer

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

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 ON BEHALF OF BIDDER 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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M: FINANCIAL REFERENCES/ BIDDER'S CREDIT RATING AND BANK DETAILS

DETAILS OF BIDDERS BANKING INFORMATION

Notes to bidder:

1. The bidder shall attach a letter from the bank confirming the bank account and details which is not older than three months. The bidder's banking details as they appear below shall be completed.
2. In the event that the bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:											
ACCOUNT NAME: <i>(e.g. ABC Electrical Construction cc)</i>											
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>											
ACCOUNT NO:											
ADDRESS OF BANK:											
CONTACT PERSON:											
TEL. NO. OF BANK / CONTACT:											
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td rowspan="4" style="width: 30%; vertical-align: middle;"><i>(Tick which is appropriate)</i></td> </tr> <tr> <td>7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	<i>(Tick which is appropriate)</i>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>	
0-6 months	<input type="checkbox"/>	<i>(Tick which is appropriate)</i>									
7-12 months	<input type="checkbox"/>										
13-24 months	<input type="checkbox"/>										
More than 24 months	<input type="checkbox"/>										

SIGNATURE ON BEHALF OF BIDDER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N: LETTER OF GOOD STANDING FOR THE WORKMEN'S COMPENSATION WITH THE DEPARTMENT OF LABOUR

Attach a Copy of a valid letter of Good Standing for the Workmen's Compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O: PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel whom he proposes to employ on the project should his Bid be accepted.

The experience of the Project Site Agent, Site Foreman and Safety Officer will be evaluated in relation to the scope of work from three different points of view:

- 1) General experience and qualifications in relation to the works
- 2) Adequacy for the Project
- 3) Knowledge of issues pertinent to the works.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required service as described in the scope of work will be evaluated.

A CV of the key person should be attached to this schedule.

The CV should include the following:

- 1 Personal details
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) (Attach certified copies of each)
- 3 Name of current Employer and position in enterprise
- 4 Overview of work experience (year, organization and position)
- 5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Project Site Agent, Site Foreman and Safety Officer will be in accordance to 3.11.1 (ii) of the Tender Data.

Name	Qualification	Designation	Project Type	Value of Works	Year Completed

(Attach CV's and certified copies of qualifications and certified copies of qualifications and other certificates)

SIGNED ON BEHALF OF BIDDER

DATE :

POSITION

NAME OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM P: SCHEDULE OF SIMILAR PREVIOUS EXPERIENCE

The following is a statement of major works successfully executed by myself / ourselves in recent years.

Failure to detail the required information shall signify that the Bid is submitted by an inexperienced Bidder.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NOTE:

TARGETED GOALS	POINTS ALLOCATION
Bidder has submitted no information or inadequate information to determine scoring levels	0
Bidder has successfully completed at least 1 project in rehabilitation/ repairs/ construction in road and/or stormwater	10
Bidder has successfully completed at least 2 projects in rehabilitation/ repairs/ construction in road and/or stormwater	20
Bidder has successfully completed at least 3 projects in rehabilitation/ repairs/ construction in road and/or stormwater	30
Bidder has successfully completed at least 4 projects in rehabilitation/ repairs/ construction in road and/or stormwater	40
Bidder has successfully completed at least 5 projects in rehabilitation/ repairs/ construction in road and/or stormwater	50

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SIGNED ON BEHALF OF BIDDER

DATE :

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POSITION

NAME OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM Q: SCHEDULE OF SIMILAR CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Employer	Engineer / Consultant Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			

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SIGNED ON BEHALF OF BIDDER

DATE :

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POSITION

NAME OF BIDDER

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Contractor

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Witness 1

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Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be hired or acquired for this contract if my / our Bid is accepted:

Quantity	Size, Description, Capacity, etc.	How Acquired	
		Hire / Buy	Source

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

NOTE:

TARGETED GOALS	POINTS ALLOCATIONS
No relevant documents attached	0
Excavator	2
Grader	2
TLB	2
2x Tipper Trucks	2
2x Bakkies	2

- Proof must be provided that equipment is owned by the company.
- Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant.

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

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SIGNED ON BEHALF OF BIDDER

DATE :

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POSITION

NAME OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM S: FUNCTIONALITY CRITERIA AND POINTS CLAIMED BY BIDDER

A Bid will not be evaluated further if it fails to meet the minimum threshold of total **70 points** out of maximum 100 points for functionality as prescribed in the following tables:

Category	Functional Criteria	Points Allocation	Points Claimed by Bidder
1	Experience of the bidder	50	
2	Key personnel qualifications and experience	40	
3	List of Plant	10	
TOTAL		100	

CATEGORY 1: Experience of the Bidder

TARGETED GOALS Contractor has successfully completed similar and comparative projects	BID GOAL	MINIMUM POINTS	POINTS CLAIMED BY BIDDER
Bidder has submitted no information or inadequate information to determine scoring levels	0	20	
Bidder has successfully completed at least 1 project in rehabilitation/ repairs/ construction in road and/or stormwater	10		
Bidder has successfully completed at least 2 projects in rehabilitation/ repairs/ construction in road and/or stormwater	20		
Bidder has successfully completed at least 3 projects in rehabilitation/ repairs/ construction in road and/or stormwater	30		
Bidder has successfully completed at least 4 projects in rehabilitation/ repairs/ construction in road and/or stormwater	40		
Bidder has successfully completed at least 5 projects in rehabilitation/ repairs/ construction in road and/or stormwater	50		

The Bidder must submit proof of successfully completed similar and comparative projects, i.e. construction works (Copies of Appointment Letters and Completion Certificates must be attached).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CATEGORY 2: Key personnel qualifications and experience

The Bidder must submit Proposed Team Structure, identifying Site Agent, Site Foreman and Safety Officer as key personnel (Copies of CV's, certified copy of Identity document and certified copies of certificates must be attached).

KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS	POINTS CLAIMED BY BIDDER
Contracts Manager	No information or inadequate information submitted to determine scoring level	0	0	
	Contracts Manager with NQF Level 6 qualification in the Built Environment	2	5	
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	1		
	Contracts Manager with 1 – 5 years of relevant construction experience	2		
	Contracts Manager with NQF Level 6 qualification in the Built Environment	2	10	
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	1		
	Contracts Manager with more than 5 years of relevant construction experience	7		
Site Agent	No information or inadequate information submitted to determine scoring level	0	0	
	Site Agent with NQF Level 6 qualification in the Built Environment	2	5	
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	1		
	Site Agent with 1 – 4 years of relevant construction experience	2		
	Site Agent with NQF Level 6 qualification in the Built Environment	2	10	
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	1		
	Site Agent with more than 4 years of relevant construction experience	7		
Site Foreman	No information or inadequate information submitted to determine scoring level	0	0	
	Site Foreman with NQF Level 4 qualification	2	5	
	NQF Level 4 certificate in " <i>Apply Labour Intensive Construction</i> " or similar	1		
	Site Foreman with 1 – 3 years of relevant construction experience	2		
	Site Foreman with NQF Level 4 qualification	2	10	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS	POINTS CLAIMED BY BIDDER
	NQF Level 4 certificate in "Apply Labour Intensive Construction" or similar	1		
	Site Foreman with more than 3 years of relevant construction experience	7		
Safety officer	No information or inadequate information submitted to determine scoring level	0	0	
	Safety officer with NQF Level 6 qualification in Health and Safety	2		
	Safety officer with 1 – 3 years of relevant construction experience	3	5	
	Safety officer with NQF Level 6 qualification in Health and Safety	2		
	Safety officer with more than 3 years of relevant construction experience	8		
			10	

CATEGORY 3: List of plant

Bidders are expected to have the following minimum plant: Excavator, TLB, Tipper Truck and Bakkies (**Registration documents of plant owned or letter of intent to rent the relevant plant with registration documents must be attached**)

TARGETED GOALS	POINTS ALLOCATIONS	POINTS CLAIMED BY BIDDER
No relevant documents attached	0	
Excavator	2	
Grader	2	
TLB	2	
2x Tipper Trucks	2	
2x Bakkies	2	

Bid Evaluation Points

Description	Section Number	No of Points	
		Maximum	Claimed
Bid Amount (VAT Inclusive) – From Pricing Data	C1.1		
Price Points { $80 \times (1 - Pt - PM / Pm)$ }		80	
Specific Goals (See Tender Data)	T2.2	20	
Total Points		100	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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SIGNED ON BEHALF OF BIDDER

DATE :

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POSITION

NAME OF BIDDER

--

Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

FORM T: SCHEDULE OF LABOUR CONTENT

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is **5%**

Type of Labour	Man-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
Total			
Percentage			

Notes to Tenderer:

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

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SIGNED ON BEHALF OF BIDDER

DATE :

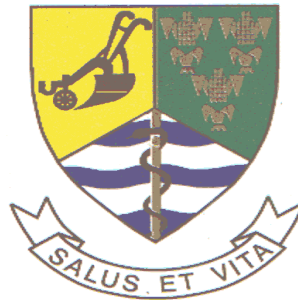
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POSITION

NAME OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

PART 2: THE CONTRACT

PART C1

AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 2: Data provided by the Contractor)
- C1.3 Form of Guarantee
- C1.4 Guarantee Cash Deposit
- C1.5 Health and Safety Agreement

PART C2

PRICING DATA

- C2.1 Pricing Instruction
- C2.2 Bill of Quantities

PART C3

SCOPE OF WORK

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexures

PART C4

SITE INFORMATION

- C4.1 Locality Plan
- C4.2 OHS Specification
- C4.3 Baseline Risk Assessment

PART C5

DRAWINGS

Contractor

Witness 1

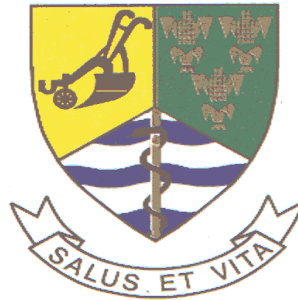
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

C1 AGREEMENTS AND CONTRACT DATA
--

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 2: Data provided by the Contractor)
- C1.3 Form of Guarantee
- C1.4 Guarantee Cash Deposit
- C1.5 Health and Safety Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

PROJECT NO: 9/3/1/437

PROJECT DESCRIPTION: REHABILITATION OF MEININGER STREET (WARD 1)

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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 Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the Bidder _____
(Name and address of organisation)

Name & Signature of Witness

Name Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) _____

Name(s) _____

Capacity _____

For the Employer _____

(Name and address of organisation)

Name & Signature of Witness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Bidder 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 Bidder 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(s) _____

Name(s) _____

Capacity _____

For the Bidder _____
(Name and address of organisation)

Name & Signature of Witness

Name Date

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

For the Employer _____
(Name and address of organisation)

Name & Signature of Witness

Name Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The Conditions of Contract are the General Conditions of Contract for Construction Works Third Edition (2015), published by the South African Institute of Civil Engineers, is applicable to this contract and is obtainable from www.saice.org.za .

Copies of these Conditions of Contract may also be obtained from the South African Institute of Civil Engineers. SAICE House, Block 19, Thornhill Office Park, 94 Bekker Road, Vorna Valley, Midrand, 1686. Tel: (011) 805 5947/ 48/ 53.

CONTRACT SPECIFIC DATA

The following contract-specific data are applicable to this contract:

Part 1: Data Provided by the Employer

Compulsory Data:

Clause	Description														
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.														
1.1.1.13	The Defects Liability Period is Twelve (12) months from the date of issuing a completion certificate.														
1.1.1.14	The time for achieving Practical Completion is Three (3) months.														
1.1.1.15	The Employer is the Bela-Bela Local Municipality.														
1.1.1.16	The Engineer is Bakone Consulting Engineers														
1.1.1.26	Pricing Strategy is Re-measurable Contract.														
1.2.1.2	<p>The Employer's address for receipt of communication is:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Physical Address</td> <td style="width: 50%;">Postal Address</td> </tr> <tr> <td>59 Chris Hani Drive</td> <td>Private Bag x 1609</td> </tr> <tr> <td>Bela-Bela</td> <td>Bela-Bela</td> </tr> <tr> <td>0480</td> <td>0480</td> </tr> <tr> <td colspan="2">Tel no: 014 736 8000</td> </tr> <tr> <td colspan="2">Fax no: N/A</td> </tr> <tr> <td colspan="2">e-mail: MojelaM@belabela.gov.za</td> </tr> </table>	Physical Address	Postal Address	59 Chris Hani Drive	Private Bag x 1609	Bela-Bela	Bela-Bela	0480	0480	Tel no: 014 736 8000		Fax no: N/A		e-mail: MojelaM@belabela.gov.za	
Physical Address	Postal Address														
59 Chris Hani Drive	Private Bag x 1609														
Bela-Bela	Bela-Bela														
0480	0480														
Tel no: 014 736 8000															
Fax no: N/A															
e-mail: MojelaM@belabela.gov.za															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p>The engineer's address is:</p> <p><u>Physical Address & Postal Address</u> BAKONE CONSULTING ENGINEERS 581 Mendelssohn Street Constantia Park 018</p> <p>Tel No: (+27) (12) 998 1225 Contact person: Ms. R. Matlala e-mail: ramasela@bakonegroup.co.za</p>
1.3.3	The language of the Contract and for written communications is English
3.2.3	<p>The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ol style="list-style-type: none"> 1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Price"; 2. Existing Clauses: <ol style="list-style-type: none"> 3.2.1 - Nomination of person as Engineer's Representative. 5.6 - Approval of the programme 5.7.2 - Work at night as well as by day 5.8 - Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 - Variations in respect of Variations which are not small (R 20 000) 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.
3.2.4	Occupational Health, Safety & Wellness Sub Directorate – Public Health and the duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 4(5) of the Construction Regulations, 2003 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to Occupational Health, Safety & Wellness Sub Directorate – Public Health for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
4.3.1	<p>Add the following to the clause:</p> <p>"For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p>guided by the latest Sectorial Determination: Civil & mechanical Engineering Sector published from time to time.</p> <p>Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.”</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.”</p>
4.5	<p>Add the following new sub-clauses:</p> <p>4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</p> <p>4.5.6 On the request of the Contractor and certified by the Engineer as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause. The Contractor shall provide proof to the Engineer of all payments effected by him.</p> <p>The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business.</p> <p>The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</p>
4.11.3	<p>Add the following to Clause 4.11:</p> <p>Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor’s employees to improve their competency and efficiency commensurate with the requirements of the Works.</p>
5.3.1	<p>The Contractor is required, within 14 days before Commencement Date, to submit the documents listed below to the Engineer for his approval.</p> <p>Proof of Joint Venture Bank Account and registration with the South African Revenue Services (SARS) Where applicable, the Joint Venture entity (Contractor) shall deliver proof of a joint venture bank account and registration with SARS for VAT and other applicable Taxes.</p> <p>Health and Safety Plan</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p>The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the Construction Regulations (07 February 2014).</p> <p>Initial Programme The Contractor shall deliver his Initial Programme of work in terms of Clause 5.6</p> <p>Security Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to 10% of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in this Bid Document or Surety of 10% of the value of the works from the first payment certificate upon application and approval.</p> <p>Insurance Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data.</p> <p>(a) Proof of registration with the Department of Labour as an Employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</p> <p>(b) Insurance on an all risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things.</p> <p>(c) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(d) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.</p>
5.8.1	<p>The special non-working days are all Gazetted Public Holidays falling outside the year-end break, and the year-end break commencing on 15 December 2026 and ends on 11 January 2027.</p>
5.12.2.2	<p>Add the following to sub-clause 5.12.2.2:</p> <p>“Normal rainfall” is not regarded as “abnormal climatic conditions” which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his offered rates, prices and programme. Extension of time for abnormal rainfall will be handled according to the formula below:</p> $V = (N_w - N_n) + (R_w - R_n) / X$

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</p> <p>Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.</p> <p>Rw = Actual rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records.</p> <p>The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw - Rn) / X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm, but wet conditions prevented or disrupted work.</p> <p>For the purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specifications.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total be negative the time for completion shall not be reduced. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account of flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned".</p> <p>The values of X, Y, Nn and Rn to be used in above-mentioned formula are as follows:</p> <p style="text-align: center;">X = 10 mm & Y = 4 mm</p> <p>Source of Information: Weather Bureau, Department of Environment Affairs</p> <p>RAINFALL STATION: BELA-BELA</p> <ul style="list-style-type: none"> Add the following to sub-clause 5.12.2.4: <p>"Any disruption of labour on a regional or national level due to political unrest, organized mass action or related incidents which is considered to be beyond the Contractor's Control. Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control".</p>
5.13.1	<p>The Penalty for delay to achieve completion by the due completion date is 0.025% of the contract price per calendar day</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
5.16.3	The latent defect liability period is 60 months .
6.3	All variations shall be in writing, confirmed by the Contractor and finally approved by the Employer. The Contractor shall not perform any variation work until written approval is issued from the Employer.
6.8.2	No price adjustments
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% .
6.10.3	The limit of retention money is 10% on interim payment certificates up to a maximum of 10% of the contract sum.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is Nil .
8.6.1.3	The limit of indemnity for liability insurance is R1 000 000.00 and must be submitted prior to commencement of works
8.6.5	The insurance shall be undertaken with an insurance company registered in South Africa.
10.5.1	Disputes are to be referred to mediation.
10.7.1	Disputes are to be referred for final settlement to arbitration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Additional Data:

Clause	Description
1.1.1.2	<p>“Definitions” Add the following new sub-clause 1.1.1.2:</p> <p>“For this Contract “Schedule of Quantities” will have the same meaning as “Bill of Quantities” and will form part of the Pricing Data as defined in the General Conditions of Contract.”</p>
1.1.1.35	<p>“Definitions” Add the following new sub-clause 1.1.1.35:</p> <p>“Drawings” means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.</p>
1.2.1	<p>“Interpretations” Add the following new sub-clauses:</p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor’s address and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.”</p>
1.3.7	<p>“General Provisions” Add the following new sub-clause 1.3.7:</p> <p>The copyright in all documents, drawing 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 details 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 organization without the prior approval of the Employer to this effect.</p>
4.1.2	<p>“Extent of obligations and liability” Add the following to the clauses:</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>4.1.2.1 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>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 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> <p>4.1.2.5 “As-Built” drawings in PDF or DWG electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.5	<p>“Notices and fees”</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p>Clause 4.5.4: Contractor to be compensated</p> <p>The fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices offered for relevant items in the Bill of Quantities.</p>
5.12.2.4	<p>“Extension of time for Practical Completion” Add the following new sub-clause 5.12.2.4:</p> <p>Any disruption of labour on a regional or national level due to political unrest, organized mass action or related incidents which is considered to be beyond the Contractor’s Control. Any strike within the confines of the Contractor’s company, which may affect this project, will be deemed to be within the Contractor’s control.</p>
5.12.3	<p>“Extension of tie for Practical Completion” Add the following additional sub-clause:</p> <p>Any additional statutory holidays proclaimed after the closing date of Bids over and above the statutory holidays which existed at the time of Bidding.</p> <p>In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor’s provisional and general items.</p>
6.10.4	<p>“Delivery, dissatisfaction with and payment of payment certificate” Add the following additional sub-clause:</p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.”</p>
9.2.1.3	<p>“Termination by Employer” Add the following new sub-clauses:</p> <p>9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.</p> <p>9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefitted the Contractor.”</p>
10.1.1.1	<p>“Contractor’s claims” Add the following new sub-clause:</p> <p>10.1.1.1.5 Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1.1.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data Provided by the Contractor

Clause	Description								
1.1.1.9	The name of the Contractor is:								
1.2.1.2	The Contractor's address for receipt of communication is: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Physical Address:</td> <td style="width: 50%;">Postal Address:</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table> Tel no: Fax no: e-mail:	Physical Address:	Postal Address:
Physical Address:	Postal Address:								
.....								
.....								
.....								
1.1.1.14	The time for achieving Practical Completion as set out in the Scope of Works are Weeks								
6.2.1	The security provided by the company should be one of the following: <table border="1" style="margin-top: 10px; width: 100%;"> <thead> <tr> <th style="background-color: #cccccc;">Type of Security</th> <th style="background-color: #cccccc;">Contractor's choice indicate "YES" or "NO"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td> <td style="text-align: center;"> </td> </tr> <tr> <td>Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td> <td style="text-align: center;"> </td> </tr> <tr> <td>Deduction of 10% of the contract price from the Contractor's first payment certificate plus Retention of 10% of the value of the works</td> <td style="text-align: center;"> </td> </tr> </tbody> </table> Note: Value Added Tax is included in the Contract Sum for calculating the percentages.	Type of Security	Contractor's choice indicate "YES" or "NO"	Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works		Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works		Deduction of 10% of the contract price from the Contractor's first payment certificate plus Retention of 10% of the value of the works	
Type of Security	Contractor's choice indicate "YES" or "NO"								
Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works									
Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works									
Deduction of 10% of the contract price from the Contractor's first payment certificate plus Retention of 10% of the value of the works									
6.5.1.2.3	The percentage allowance to cover overhead charges on day work is %.								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 FORM OF GUARANTEE

WHEREAS

at
(Hereinafter referred to as "the Employer")

entered into, on the Day of20..., at

a Contract with

at
(Hereinafter called "The Contractor")

for the construction of

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

AND WHEREAS
Has/have at the request of the Contractor, agreed to give such security.

NOW THEREFORE WE,
do hereby guarantee and bind ourselves jointly and severally as Sureties 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 authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due 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 Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. 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 or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

IN WITNESS WHEREOF, this guarantee has been executed by us at on

this..... day of 20.....

As witnesses:

1.....

Signature.....

2.....

Duly authorised to
sign on behalf of

Address

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year

_____ **between THE BELA-BELA LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by**

in his capacity as _____ and

_____ (herein after called "the Mandatory") of the other part, herein represented by

_____ in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz,

BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either.
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) Section 8 : General duties of Employers to their employees.
 - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees.
 - (iii) Section 37 : Acts or omissions by employees or mandatories, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his Sub-Contractors.
- 4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his Sub-Contractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his Sub-Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A valid letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or Sub-Contractors and/or their respective Employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Sub-Contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 NAME 1
(IN CAPITALS)

Contractor

Witness 1

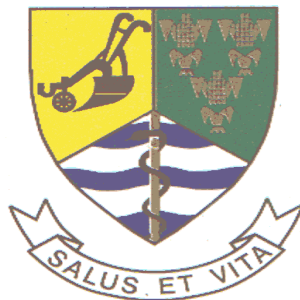
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

C2 PRICING DA

C2.1 Pricing Instruction

C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

<p>C2.1 PRICING INSTRUCTIONS</p>

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

C2.1 PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data and the Drawings shall be read in conjunction with the Bill of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
4. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction 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.
5. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
6. In the event of the Bidder failing to price any item it will be held that the Bidder has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
7. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.
8. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
9. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bided rates shall apply should work under these items actually be required.
10. Should the Bidder group a number of items together and bid one sum for such group of items, the single bided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
11. The bidder's rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
13. Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.
14. Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
15. Where minimum labour intensity is specified in the design, the Bidder is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.
16. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict
17. The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

14. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work

Amount : The quantity of an item multiplied by the bided rate of the (same) item

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Sum : An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

15. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

C2.2 BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: 9/3/1/437 PROJECT DESCRIPTION: REHABILITATION OF MEININGER STREET (WARD 1)					
SECTION 1200 A – PRELIMINARY & GENERAL					
Clause (LI)	Description	Unit	Qty	Rate	Amount
8.3.1	Contractor's obligations — fixed charge (establishment)	Sum	1		
8.3.1	Contractor's obligations — value-related (insurances, bonds)	Sum	1		
8.4.1	Contractor's obligations — time-related (supervision, overheads)	Sum	1		
8.3.2.1	Contract signboard — supply, erect and remove for 3 months (including monthly maintenance)	No.	1		
8.3.2.1	Setting-out of the Works	Sum	1		
8.3.2.1	Health and Safety Officer — full-time, on-site	Month	3		
8.3.2.1	OHS Safety File and Compliance (all other charges will form part of Contractor's Obligations)	Sum	1		
8.4.2.1 (LI)	Traffic accommodation — maintain and manage for duration of contract	Month	3		
8.3.2.1	Provision of 'as-built' drawings on completion	Sum	1		
8.3.4	Demobilisation and site clearance on completion	Sum	1		
8.4.2.2 (LI)	EPWP workers PPE	Prov. Sum	1	R 15,000.00	R 15,000.00
8.4.2.2	Handling charges on item above	%		R 15,000.00	
8.4.2.2 (LI)	EPWP accredited training	Prov. Sum	1	R 50,000.00	R 50,000.00
8.4.2.2	Handling charges on item above	%		R 50,000.00	
8.4.2.2 (LI)	CLO Remuneration @R5250 per month	Prov. Sum	1	R 16,500.00	R 16,500.00
8.4.2.2	Handling charges on item above	%		R 16,500.00	
8.5	Provisional sum for DCP testing	Sum	1		
8.7	Dayworks for unforeseen pavement failures	Prov. Sum	1	R 25,000.00	R 25,000.00
8.7	Handling charges on item above	%		R 25,000.00	
TOTAL CARRIED FORWARD TO SUMMARY					

Contractor

Witness 1

Witness 2

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BID NO: 9/3/1/437 PROJECT DESCRIPTION: REHABILITATION OF MEININGER STREET (WARD 1)					
SECTION 1200 AB – ENGINEER'S OFFICE					
Clause (LI)	Description	Unit	Qty	Rate	Amount
8.2.1	Furnished offices for 3 months (including monthly maintenance)	Sum	1		
8.2.1	Engineer's working tools for 3 months (including monthly maintenance)	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					

BID NO: 9/3/1/437 PROJECT DESCRIPTION: REHABILITATION OF MEININGER STREET (WARD 1)					
SECTION 1200 M – ROADS (GENERAL)					
<i>(For local failures only)</i>					
Clause (LI)	Description	Unit	Qty	Rate	Amount
8.2.1 (LI)	Subbase - G5 natural gravel, 150 mm, compacted to 97% Mod. AASHTO	m ³	2		
8.2.2 (LI)	Crushed stone base - G2, 150 mm, compacted to 98% Mod. AASHTO	m ³	6		
8.2.3 (LI)	Prime coat where required	m ²	40		
TOTAL CARRIED FORWARD TO SUMMARY					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: 9/3/1/437 PROJECT DESCRIPTION: REHABILITATION OF MEININGER STREET (WARD 1)					
SECTION 1200 MH – ASPHALT BASE AND SURFACING					
(Main rehabilitation section)					
Clause (LI)	Description	Unit	Qty	Rate	Amount
8.5.4	Cold milling existing asphalt to 30–40 mm depth	m ²	2160		
8.5.4	Remove and dispose milled material	m ³	90		
8.5.4 (LI)	Cleaning of milled surface	m ²	2160		
8.5.3	Tack coat (bituminous emulsion)	litre	900		
8.5.4	Asphalt regulating layer (20–30 mm average, continuously graded mix)	ton	160		
8.5.4	Asphalt overlay/wearing course 40 mm (AC or continuously graded asphalt)	ton	210		
8.5.4 (LI)	Handwork around kerbs/manholes/driveways	m ²	10		
8.5.4 (LI)	Cutting and sealing longitudinal/transverse joints	m	600		
8.5	Provisional sum for asphalt mix design verification	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: 9/3/1/437 PROJECT DESCRIPTION: REHABILITATION OF MEININGER STREET (WARD 1)					
SECTION 1200 MK – KERBING AND CHANNELLING					
Clause (LI)	Description	Unit	Qty	Rate	Amount
8.2.1 (LI)	Precast concrete kerb - Fig. 8c (mountable), any transitions included in rate.	m	600		
8.2.1 (LI)	Concrete haunching/backing — Class 20/19, per metre of kerb	m	600		
8.2.1 (LI)	Cutting of existing asphalt for kerb installation	m	600		
8.2.3	Concrete testing for associated kerbing works	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					

BID NO: 9/3/1/437 PROJECT DESCRIPTION: REHABILITATION OF MEININGER STREET (WARD 1)					
SECTION 1200 MM – ANCILLARY ROADWORKS					
Clause (LI)	Description	Unit	Qty	Rate	Amount
8.1.1 (LI)	Adjustment of manholes/valves to finished level	No	2		
8.1.1	Concrete works - Class 20/19, as directed by the Engineer	m ³	3		
8.4.1 (LI)	Pitching of thickness range 100mm - 300mm	m ²	12		
8.4.1 (LI)	Backing for pitching	m ²	12		
8.1.2	Concrete testing for associated ancillary works	Sum	1		
8.4.1	Reinstatement of stop lines	m ²	3		
8.4.1	Centre/edge line marking	m	300		
8.4.3	Road studs, installed (if required)	No	12		
8.3.1	All Road Signage (as per drawings) (including installation), as directed by the Engineer	m ²	10		
8.3.3 (LI)	Road Signage Supports (including concrete works and all other charges)	No	16		
TOTAL CARRIED FORWARD TO SUMMARY					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: 9/3/1/437 PROJECT DESCRIPTION: REHABILITATION OF MEININGER STREET (WARD 1)			
Section	LI	Item Description	Tendered Amount
A	LI	SECTION 1200 A – PRELIMINARY & GENERAL	
AB		SECTION 1200 AB – ENGINEER'S OFFICE	
M	LI	SECTION 1200 M – ROADS (GENERAL)	
MH	LI	SECTION 1200 MH – ASPHALT BASE AND SURFACING	
MK	LI	SECTION 1200 MK – KERBING AND CHANNELLING	
MM	LI	SECTION 1200 MM – ANCILLARY ROADWORKS	
CONTINGENCY (5%)			
SUBTOTAL			
15% VAT			
TOTAL			

SIGNATURE OF TENDERER:

.....

NAME IN BLOCK LETTERS:

.....

COMPANY NAME:

.....

.....

DATE:

.....

Contractor

Witness 1

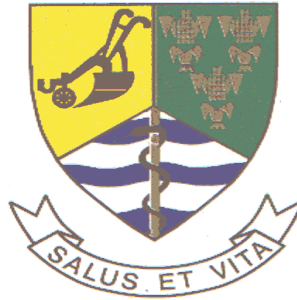
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

C3 SCOPE OF WORK

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexures

Contractor

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Employer

Witness 1

Witness 2

C3.1 DESCRIPTION OF WORKS

C3.1.1 General Description of the project.

The proposed works comprise the rehabilitation and upgrading of sections of Meininger Street within the urban road network of Bela-Bela Local Municipality in order to improve pavement condition, road safety, rideability and stormwater management. The existing roadway has deteriorated due to ageing surfacing, surface ravelling, localised pavement failures, previous patch deterioration, edge break, and distress associated with stormwater runoff and tree-root intrusion at selected locations.

The road currently provides a reduced level of service to road users, with sections exhibiting uneven riding quality, surface deformation, poor drainage characteristics and localised defects that negatively affect accessibility, safety and maintenance requirements. In addition, existing stormwater runoff is not being adequately conveyed in certain areas, contributing to surface deterioration and localised water ingress into the pavement structure.

The proposed intervention will include the rehabilitation of the existing pavement through localised repair of failed sections, surface preparation, cold milling of distressed surfacing where required, asphalt regulating and/or overlay works, or alternative approved surfacing treatments such as double seals, depending on the final approved design strategy. Ancillary works will include localised kerb and channel repairs, reinstatement of disturbed road furniture and markings, adjustment of affected manholes or service chambers, and associated drainage improvements where necessary.

The objective of the project is to restore the structural and functional performance of the roadway, improve driving comfort and safety, extend pavement service life, reduce ongoing maintenance requirements, and provide a more effective stormwater management system that supports long-term road sustainability within the municipal network.

All works will be undertaken in accordance with the applicable project specifications, relevant SANS/SABS standards, municipal requirements and sound engineering practice.

Approximate quantities of each type of work are given in the Schedule of Quantities.

3.1.1.3 Employer's Objectives

The Employer's objective is:

- To increase the level of service being offered by the current local streets in the Meininger Street Area (Ward 1);
- To increase safety features to road users;
- To manage stormwater flooding in Meininger Street Area,
- To improve quality of life;
- To create entrepreneurial opportunities during the construction phase of the project; and
- To create short-term employment opportunities through the use of Labour-Intensive construction methodologies.

Contractor

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It is a specific goal of this project that the labour component be maximised 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.

Labour-intensive works comprise the activities described in the labour-intensive specification. Such works shall be constructed using local workers who are temporarily employed in terms of this Specification Data.

Labour-intensive works.

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

C3.1.2 Overview of the works.

The proposed works comprise the rehabilitation and upgrading of sections of Meininger Street within the urban road network of Bela-Bela Local Municipality in order to improve pavement condition, road safety, rideability and stormwater management. The existing roadway has deteriorated due to ageing surfacing, surface ravelling, localised pavement failures, previous patch deterioration, edge break, and distress associated with stormwater runoff and tree-root intrusion at selected locations.

C3.1.3 Extent of Works.

(1) The total length of streets to be repaired is about 0.3 km.

C3.1.4 Location of the Works.

The project is in located in Bela-Bela which falls under Bela-Bela local municipality in the Limpopo Province. The Google Earth coordinates of the start and end positions of each street are as shown in the Table below.

Street Name	Start Coordinate	End Coordinate
Meininger street	24°52'57.81"S, 28°16'47.99"E	24°52'52.59"S, 28°16'53.43"E

C3.1.5 Access to the Site

Without limiting any of the Contractor's obligations or responsibilities under this contract, the Contractor will be deemed to have obtained all the necessary information pertaining to and have complied with all the regulations and procedures governing the use of international, national, regional and local facilities such as site access, transport, handling and storage facilities including public and private roads, railways, airports, airways, border crossing and the like for the fulfilment of the contract.

C3.1.6 Supplying of Materials

Contractor

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The Contractor shall secure and supply all material required for the contract. The Contractor shall also ensure that no delay is caused due to a shortage of material at any stage and shall secure and order the required materials well in advance.

The Contractor shall further check the quality and quantity of that required material before ordering. No claims for payment in excess incorrect material ordered due to this shall be considered.

C3.1.7 Access and Accommodation of traffic to site

The Contractor shall be responsible for and obligated under this contract to grant reasonable access to the residents during construction.

Temporary deviations will be made along the portions of the road where the works will be implemented. The deviations will accommodate the traffic off the working areas by way of detours in order to provide access especially to the local destination points. All deviation and detours will be clearly indicated and controlled by way of temporary road signage as well as flagmen however access must be given to the residents.

Where temporary deviations are not possible, access will be provided to local residents during box cutting stage.

C3.1.8 Temporary Works.

The temporary works will be identified during construction.

C3.1.9 General Information.

C3.1.9.1 Drawings.

The reduced drawings contained in **Annexure C5**, that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the Engineer during construction.

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

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

C3.1.9.2 Power, Water Supply and Other Services.

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

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C3.1.9.3 Contractor's Camp Site and Security.

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

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

Provision is made in these specifications for the erection of a security fence around the site offices. The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the Employer will consider no claims in this regard.

C3.1.9.4 Additional Requirements for Construction Activities:

C3.1.9.4.1 The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.9.4.2 The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.

C3.1.9.5 Programme Requirements for Construction Activities

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

C3.1.9.6 Construction in Confined Areas

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

C3.1.10 Labour Regulations**A27 Payment for the labour-intensive component of the works.**

Payment for works identified in clause 3.1.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the

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provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

A28 Applicable labour laws.

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

A29 Introduction.

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

A29.2 In this document –

- (a) “department” means any department of the State, implementing agent or Contractor.
- (b) “Employer” means any department, implementing agency or Contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed.
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

A30 Terms of Work.

A30.1 Workers on an EPWP are employed on a temporary basis.

A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.

A30.2 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

A31 Normal Hours of Work.

A31.1 An Employer may not set tasks or hours of work that require a worker to work–

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- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

A31.2 An Employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

A31.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

A32 Meal Breaks.

A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

A32.2 An Employer and worker may agree on longer meal breaks.

A32.3 A worker may not work during a meal break. However, an Employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An Employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

A32.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

A33 Special Conditions for Security Guards.

A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

A33.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

A34 Daily Rest Period.

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

A35 Weekly Rest Period.

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

A36 Work on Sundays and Public Holidays

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

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A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 A task-rated worker who works on a public holiday must be paid –
(a) the worker’s daily task rate, if the worker works for less than four hours;
(b) double the worker’s daily task rate, if the worker works for more than four hours.

A36.4 A time-rated worker who works on a public holiday must be paid –
(a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
(b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

A37 Sick Leave.

A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.

A37.3 A worker may accumulate a maximum of twelve days’ sick leave in a year.

A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.

A37.5 An Employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.

A37.6 An Employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.

A37.7 An Employer must pay a worker sick pay on the worker’s usual payday.

A37.8 Before paying sick-pay, an Employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

A38 Maternity Leave.

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- A38.1 A worker may take up to four consecutive months' unpaid maternity leave.
- A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A38.3 A worker must give her Employer reasonable notice of when she will start maternity leave and when she will return to work.
- A38.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- A38.5 A worker may begin maternity leave –
 - (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between Employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- A38.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

A39 Family responsibility leave.

- A39.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
 - (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

A40 Statement of Conditions.

- A40.1 An Employer must give a worker a statement containing the following details at the start of employment –
 - (a) the Employer's name and address and the name of the EPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

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- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

A40.2 An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A40.3 An Employer must supply each worker with a copy of these conditions of employment.

A 41 Keeping Records.

A41.1 Every Employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

A41.2 The Employer must keep this record for a period of at least three years after the completion of the EPWP.

A42 Payment.

A42.1 An Employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A42.2 A task-rated worker will only be paid for tasks that have been completed.

A42.3 An Employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the Employer.

A42.4 A time-rated worker will be paid at the end of each month.

A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

A42.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b)
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

A42.7 An Employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed, or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

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- A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- A42.9 If a worker's employment is terminated, the Employer must pay all monies owing to that worker within one month of the termination of employment.

A43 Deductions.

- A43.1 An Employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- A43.2 An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- A43.3 An Employer will be responsible for payment or contribution of UIF for all workers employed under the project. Proof of payment of UIF shall be available upon request.
- A43.4 An Employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- A43.5 An Employer may not require or allow a worker to –
 - (a) repay any payment except an overpayment previously made by the Employer by mistake;
 - (b) state that the worker received a greater amount of money than the Employer actually paid to the worker; or
 - (c) pay the Employer or any other person for having been employed.

A44 Health and Safety.

- A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- A44.2 A worker must–
 - (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules of the EPWP;
 - (d) use any personal protective equipment or clothing issued by the Employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.

A45 Compensation for Injuries and Diseases

- A45.1 It is the responsibility of the Employers (other than a Contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A45.2 A worker must report any work-related injury or occupational disease to their Employer or manager.

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A45.3 The Employer must report the accident or disease to the Compensation Commissioner.

A45.4 An Employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The Employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

A46 Termination.

A46.1 The Employer may terminate the employment of a worker for good cause after following a fair procedure.

A46.2 A worker will not receive severance pay on termination.

A46.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the Employer in advance to allow the Employer to find a replacement.

A46.4 A worker who is absent for more than three consecutive days without informing the Employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. 0630797957

A47 Certificate of Service.

- A47.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker’s full name;
 - (b) the name and address of the Employer;
 - (c) the EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the Employer and worker.

A48 Contractor’s default in payment to Labourers and Employees.

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

[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

A49 Provision of Hand tools.

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

A50 Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

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

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

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

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

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

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Municipal projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

A51 Community participation

A51.1 Purpose

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision-making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

A51.2 Structure and Composition

A Project Steering Committee (PSC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

A51.3 Procedures

The PSC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PSC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PSC shall be guided by the relevant sections of this specification and the supplementary documents.

A51.4 Tasks of the PSC

- (a) To assist with community liaison and resolution of disputes.
- (b) To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- (c) To advise on and monitor labour issues.
- (d) To assist in resolving labour disputes.

A51.5 Assistance to the PSC

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day-to-day liaison with the communities directly affected by the project.

A52 Community liaison officer (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

A52.1 Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (a) To be available on site daily between the hours of 07h00 and 17h00 and at other time as the need arises. His normal working day will extend from 07h00 morning until 17h00 in the afternoon.
- (b) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (c) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (d) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (e) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (f) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (g) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (h) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (i) To keep a daily written record of his interviews and community liaison.
- (j) To attend monthly site meetings to report on labour and RDP matters.
- (k) All such other duties as agreed upon between all parties concerned.
- (l) To submit monthly returns regarding community liaison.

A52.2 Payment for the Community Liaison Officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

A52.3 Period of employment of the Community Liaison Officer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

A53 Reporting.

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Certified ID copies of all locally employed labour.
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Monthly Reporting Template as per EPWP requirements
- Plant utilization returns.
- Progress report detailing production output compared to the programme of works.

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors/ etc	Engineer/ Client
Risk assessment, quality assurance, Project Health and safety specifications and compliance	Engineer
Construction and appointment of sub-Contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer or Client or Contractor

C3.2.2 Drawings.

The Engineer will provide the Contractor with three full sets of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received. The following drawings are applicable to this contract:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CIVIL ENGINEERING:	
BK0218-C-RD-01	BOOK OF DRAWINGS: COVER, LIST OF DRAWINGS, LOCALITY AND LAYOUT
BK0218-C-RD-02	PLAN VIEW LAYOUT: MEININGER STREET CH+0.00 TO +294.00
BK0218-C-RD-03	CONSTRUCTION SIGN BOARD

The applicable drawings mentioned above are attached at the end of this section.

C3.3 PROCUREMENT

C3.3.1 Procurement principles

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Bela-Bela Local Municipality.

The standard uniformity of construction in construction published by the Construction Industry Development Board (CIDB) as well as the National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM) is adopted for the procurement of this contract, in order to establish the minimum requirements that:

- Promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- Provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- Ensure that the forms of contract that are used are fair and equitable for all parties to a contract; and
- Enable risk, responsibilities and obligations to be clearly identified.

C3.3.2 Contractor’s personnel

The Contractor shall limit the utilization of his permanently employed personnel to the key personnel only on the Works, as defined below, and shall execute and complete the Works utilizing a temporary workforce employed directly by the Contractor and/or by his sub-Contractors, using the assistance of the Ward Councillor and his/her Project Steering Committee (PSC) from the various communities that are established within the same ward where the works will be executed.

Without derogating from the Contractor’s obligations to complete the Works within the specific time for completion in terms of the General Conditions, the numbers in each category of the Contractor’s key personnel, as stated by the Contractor in the Returnable Schedules, will be strictly controlled during the contract and any increase in numbers will be subjected to the prior approval of the Employer.

Key personnel means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, brick layers, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-Contractors who possess special skills, and or/ who play key roles within the Contractor’s or his Sub-Contractor’s operations.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorize in writing that the Contractor may utilize in the execution of the Works, workers not being his key personnel but who are in permanent employ. Without limiting the generality to warrant of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-Contractors to execute the Works, provided always that the Contractor has satisfied the Engineer that has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-Contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from Sub-Contractor sources available to the Contractor in terms of the Control, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary a warrant provision of suitable training as contemplated in the Contract;
- c) Any other circumstances which the Engineer may deem as constitution a warrant.

C3.3.3 Temporary Workforce/ Employment of Local Labour

The Contractor shall employ labour from the local communities that are within the same ward where the works will be executed, through the assistance of the Ward Councillor and his/her Project Steering Committee (PSC) from the various communities that are established within the same ward where the works will be executed.

Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to maximum extent that is compatible with the requirements of Clause C.3.32.

It is a specific criterion of this project that should as far as possibly adhere to EPWP principles, and to meet these principles the following procedures will be followed:

- a) All labour is to be sourced from the local communities that are within the same ward where the works will be executed, and the Contractor may only bring key personnel from outside this area.
- b) The fixed rate for the appointment of local labour will be as per the Department of Labour Ministerial determination applicable in that project duration. This will be payable by the Contractor on monthly basis.
- c) A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Ward Councillor and his/her Project Steering Committee (PSC) shall assist in identifying available local labour and, where available semi-skilled labour as well as local Sub-Contractors. The Employer shall assist and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures. The function of the Ward Councillor, PSC and Employer shall however in no way diminish the responsibilities of the Contractor in terms of the Conditions of Contract.

C3.3.3.1 Requirements of Expanded Public Works Programme

- **EPWP Project Specification**

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

- **Labour-intensive construction methods**

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the site.
- Any other manual work as assigned.

C3.3.3.2 Employment of unskilled and semi-skilled workers in labour-intensive works

- **Requirements for the sourcing and engagement of labour**

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

The rate of pay set for the EPWP is **R 225.00** per task or per day.

Tasks established by the Contractor must be such that:

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

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

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

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

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

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

- **Specific provisions pertaining to SANS 1914-5**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

The cost of the formal training of targeted labour, will be funded by the Municipality where applicable.

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

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

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

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

C3.3.4 Sub-Contracting

Notwithstanding the requirement to sub-contract some of the works to local sub-Contractors; works may not be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor must advertise the sub-contracting packages in local public areas within the Municipal area and submit to the Engineer in writing a request for appointment of a particular sub-Contractor subsequent the evaluation of the submitted bids. Accompanying this request is to be the full detail of the sub-Contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Before the Engineer issues any certificate that includes any payment in respect of work done or goods supplied by any sub-Contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract Third Edition (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-Contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- Submits to the Engineer reasonable proof that he has so informed such sub-Contractor in writing.

F4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

F4.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. ***The data that is required to be kept and maintained for each project includes:***

F4.1.1 Beneficiary data

A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or another unique identifier).
- (b) Beneficiary profiles – nationality, gender, age, education level and disability status.
- (c) Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended, and number of calendar days worked.

F4.1.2 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

completed on site on a daily basis and signed off by the Contractor on a weekly basis.

- (b) Summary of monthly attendance.

F4.1.3 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

Alternatively,

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F4.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalent (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 CONSTRUCTION

Contents:

C3.4.1 Standard Specifications

C3.4.2 General Project Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

The Standard specifications on which this contract is based on the COLTO: Standard Specifications for Road and Bridge Works for State Road Authorities: Committee of Land Transport Officials

Other Standard Specifications:

The following SANS 1200 Specifications shall form part of this contract and are available at the expense of the Contractor from the SA Bureau of Standards, Private Bag X191 Pretoria, 0001:

SANS 1200 A 1986 Section A: General

SANS 1200 AB 1986 Section AB: Engineer's office

SANS 1200 C 1980 Section C: Site clearance

SANS 1200 D 1988 Section D: Earthworks

SANS 1200 DB 1989 Section DB: Earthworks (pipe trenches)

SANS 1200 DM 1981 Section DM: Earthworks (roads, subgrade)

SANS 1200 G 1982 Section G: Concrete (structural)

SANS 1200 GE 1984 Section GE: Precast concrete (structural)

SANS 1200 H 1990 Section H: Structural steelwork

SANS 1200 L 1983 Section L: Medium-pressure pipe lines

SANS 1200 LB 1983 Section LB: Bedding (pipes)

SANS 1200 LC 1981 Section LC: Cable ducts

SANS 1200 LD 1982 Section LD: Sewers

SANS 1200 LE 1982 Section LE: Stormwater drainage

SANS 1200 LF 1983 Section LF: Erf connections (water)

SANS 1200 M 1996 Section M: Roads (general)

SANS 1200 ME 1981 Section ME: Subbase

SANS 1200 MF 1981 Section MF: Base

SANS 1200 MFL 1996 Section MFL: Base (light pavement structures)

SANS 1200 MH 1996 Section MH: Asphalt base and surfacing

SANS 1200 MJ 1984 Section MJ: Segmented paving

SANS 1200 MK 1983 Section MK: Kerbing and channelling

SANS 1200 MM 1984 Section MM: Ancillary roadworks

C3.4.2 General Project Specifications

In the event of any discrepancy between the Project Specifications and SANS 1200 Standardized Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence. Where discrepancies arise with regard to the units of the payment items only, the units stated in the Schedule of Quantities shall prevail.

- PS 1 CONSTRUCTION PROGRAMME
- PS 2 SITE FACILITIES AVAILABLE
- PS 3 SITE FACILITIES REQUIRED
- PS 4 FEATURES REQUIRING SPECIAL ATTENTION
- PS 5 INFORMATION SUPPLIED BY EMPLOYER
- PS 6 EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL
- PS 7 CERTIFICATES OF PAYMENT
- PS 8 CONSTRUCTION IN LIMITED AREAS
- PS 9 NON-WORKING DAYS
- PS 10 SPOIL MATERIAL
- PS 11 DRAWINGS
- PS 12 LENGTH OF TRENCHES
- PS 13 SAMPLES
- PS 14 MANUFACTURER'S INSTRUCTIONS
- PS 15 MATERIALS AND PLANT
- PS 16 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS
- PS 17 SETTING OUT OF WORK
- PS 18 WORKMANSHIP AND QUALITY CONTROL
- PS 19 TRANSPORT OF MATERIAL
- PS 20 LIAISON WITH LOCAL AUTHORITIES
- PS 21 LOCAL LABOUR AND LOCAL SUB-CONTRACTORS
- PS 22 TRAINING SCHEMES
- PS 23 PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 1: CONSTRUCTION PROGRAMME

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction.

Construction methods must be of such a nature that no property or life is endangered. The Municipality accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalization and approval of the construction programme.

The Contractor is responsible for liaison with residents and house owners via the Project Steering Committee in respect of the programming of construction through private erven and the crossing of driveways to erven. No additional payment will be made in this regard, and it shall be deemed to be covered by the relevant items.

Sufficient digital photographs of all existing structures and obstructions in the pipeline routes must be taken by the Contractor, compiled electronically, indexed and handed over to the Engineer before construction commences.

The Contractor shall submit a programme of work to the Engineer/Municipality not later than 14 (fourteen) days after the Contractor has been notified of the acceptance of his tender. This programme must take into account and allow for phased completion of the work. The Engineer may instruct the Contractor to stop construction work at any stage and time, as may be dictated by financial constraints highlighted by the Clients Cost Control Programme.

If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If the programme submitted by the Contractor in terms of Clause 15 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)

PS 2 : SITE FACILITIES AVAILABLE

PS 2.1 : Water, electricity and sewage

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service, and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required.

PS 2.3 : Rain gauge

The Contractor must set up his own rainfall gauge. This item is included in the Schedule of Quantities under other fixed-charge obligations.

PS 3 : SITE FACILITIES REQUIRED

PS 3.1 : Water, electricity and sewage

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

PS 3.2 : Site instruction book

A triplicate book shall be provided by the Engineer to be used for site instructions. It shall at all times be kept on the site.

PS 4 : FEATURES REQUIRING SPECIAL ATTENTION

PS 4.1 : Access to properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the employees working around the site as this is a public institution.

PS 4.2 : Contractor's vehicles

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

PS 4.3 : Site maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

No open fires shall be permitted on the site.

Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

PS 4.4 : Sub-Contractors

The Contractor is responsible for work carried out on his behalf by Sub-Contractors. The Engineer will not liaise directly with such Sub-Contractors, and all problems relating to payments, programming, workmanship, etc, shall be the concern of the Contractor and the Sub-Contractor, and the Engineer will not be involved.

PS 4.5 : Existing Services

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe guarding any services and existing works he may encounter during construction.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safeguarding of any public service.

PS 4.6 Safety

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitably safeguarded and barricaded especially during night time, weekends or holidays and any other day of inactivity by the Contractor.

PS 5 : INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the Bidder on this information shall be at his own risk.

PS 7 : CERTIFICATES OF PAYMENT

It was agreed that the master copy of the payment certificates would be drawn up and processed by the Contractor. All costs to this effect, as well as reproduction costs shall be to the account of the Contractor. It was agreed that the first month's certificate will be evaluated and if in order, the same format will be used throughout the contract.

PS 8 : CONSTRUCTION IN LIMITED AREAS

In certain cases, working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

PS 9 : NON-WORKING DAYS

The Contractor shall not work on Sundays or on the following statutory Public Holidays: 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 Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 10 : SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations.

PS 11 : DRAWINGS

All "as built" information, as listed below, must be submitted to the Engineer's Representative before a certificate of completion will be issued. No separate payment will be made for the "as built" drawings.

PS 13 : SAMPLES

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications. The cost of all tests failed shall be for the Contractor's account.

PS 14 : MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

PS 15 : MATERIALS AND PLANT

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Existing structures on the site shall remain the property of the Employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

PS 16: NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified. The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

PS 17: SETTING OUT OF WORK

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 18 : WORKMANSHIP AND QUALITY CONTROL

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

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

PS 19: TRANSPORT OF MATERIAL

All costs of transporting material shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

PS 20: LIAISON WITH LOCAL AUTHORITIES

The Contractor will have to liaise with local authorities regarding the following matters:

- (a) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the local authorities informed.

The Engineer or Employer must immediately be notified, should the Contractor experience any problem regarding work which involve a local authority.

C3.5 MANAGEMENT

C3.5.1 Management of the works

C3.5.1.1 Applicable Specifications

The Standard for Civil Engineering Construction SANS 1200 published the South African Bureau of Standards and referred to as the "Standard Specifications" shall be applicable to this project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.1.2 Concurrent construction contracts

The Contractor’s attention is drawn to the fact that there might be other contiguous works will be executed concurrently by independent Contractor’s under separate contracts in the vicinity of the Site.

The other Works which will be in progress or will come into operation on or adjacent to the Site of the Works during the progress or tenancy of this contract are likely to include, but are not limited to the following:

- a) (Other Project Description if applicable)
- b) (Other Project Description if applicable)

The Contractor shall ensure that neither his operations nor those of his sub-Contractors nor the activities of his employees shall interfere with or of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portion of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts.

No discounts or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these Contractors on Site. Any service rendered or assistance given by the Contractor to these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no will be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractor. Any damage caused to their services or structures, or any obstructions or hindrance caused to other Contractors by the Contractor, and all claims arising there from, will be sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor’s expense to the entire satisfaction of the Engineer.

The same obligations shall be imposed on the Employer and on other Contracts in respect of the Works being executed under this Contract.

C3.5.1.3 Contractor’s Project Management Plan

The Contractor is required to prepare and submit a project management plan for the Construction. The particular Contents that should be included in the Contractor’s Project Management Plan are listed below:

- **Project structure and agreements**

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

The Contractor shall indicate how responsibility for the various work packages will be divided between joint ventures partners (where applicable) and sub-Contractors.

A contract organogram shall be provided showing work appointment and project management responsibilities. The particular division of work shall match the establishment capabilities and capacities of each particular partners of Sub-Contractor.

- **Plant, materials and equipment**

The Contractor shall prepare s Plant and Materials procurement plan, indicating the source of key Plant and Materials designated for inclusion in the Works, and demonstration that such Plant and Materials have proven track record of successful maintenance support in South Africa.

The Contractor shall also prepare a plan of Contractor's Equipment, indicating the sources and details of construction equipment planned for use on the Contract and based on the Contractor's particular approach.

- **Staffing plan**

The Contractor shall prepare a detailed staffing plan showing in an organogram all key members of the Contractor's Personnel, proving a detailed CV for each such key position. The Contractor shall also show numbers and source of all non-key staff and indicating the particular approach.

- **Method statement**

The Contractor shall clearly describe the overall methodology proposed for construction of the Works and include particular method statement for each work discipline include in the Works.

C3.5.1.4 Construction Programme

The Contractor shall submit together with his tender, a proposed construction programme and schedule, which shall be updated and finalized within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure (WBS), identifying the major activities and group of activities.
- For each activity and/or group of activities, further details shall be provided with regard to the scheduled and end dates of individual activities.
- The (F/S; S/S; F/F and association lead and lag) linkages between activities shall be clearly indicated and the logical network upon which the programme is

based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.

- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.
- The Contractor shall submit together with his tender, a detailed method statement of how he plans to execute the works, taking into account the inter-relationship of the various supply and drainage areas per water network and sewer branch pipeline layouts.

Together with the programme as detailed above the Contractor shall submit to the engineer as cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion or any granted extension of time. 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 submit the programme or to work according to the programme or revised programme shall be sufficient reason for the Engineer to take steps as provided in the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than the Engineer will be satisfied 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. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances.

C3.5.1.5 Quality Assurance

The Contractor shall institute the quality management plan (QMP), as well as institute a quality management assurance system (QMAS) and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision, positive control and testing of the work at all times in

order to comply with the minimum standard specifications and requirements. The Contractor shall deliver to the Engineer, for his consideration, all the required QMP and QMAS quality assurance programme prior to the Contractor's appointment of any suppliers or commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order supervision of the Works without additional remuneration or for him to recommend termination to the Employer in terms of the Conditions of the Contract.

The Contractor shall do at least the quality control test at the frequencies specified in SANS for the required Scope of Work. If the scale of the works, construction method or any other circumstances dictates, the Contractor shall do more tests when required for quality assurance purposes.

The Contractor shall keep systematic records of the test results, and all worksheets related thereto. All test results obtained by the Contractor in the course of his process requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms.

The Employer is at liberty to carry out such tests as he deems necessary to determine compliance with the contract requirements and will make available the results of all tests to the Contractor.

Acceptance control, record keeping, and payments certificates shall be done in accordance with the Engineer's standards system except if the Engineer approves that the Contractor's QMP and standard QMAS system may be used.

C3.5.1.6 Site administration

- **Daily Site Diary**

The daily site diary shall be kept to date by the Contractor's Site Agent and will be signed on a daily basis by the Engineer's Representative.

- **Information in Respect of Plant**

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given each day of the month. Distinction shall be made between plant in working orders and plant out

of order. Such inventory shall be submitted by the first day of the month following the month to be reported.

- **Information in Respect of Employees**

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of Supervisory staff, labour employed (own

and local labour) by category, and sub-Contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

- **Rainfall Records**

Rainfall records for the period of construction shall be taken on Site and record in the daily site diary. 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 fences plus gate, padlock and keys at each measuring station, all at his own costs. 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.

C3.5.1.7 Site instructions

Site instructions by the Engineer, addressed to the Contractor at his office on the Site will be numbered consecutively and will be deemed to have been received by the notice of the Engineer in writing immediately.

C3.5.1.8 Site Meetings

The Contractor and his authorized representative shall attend all meetings held on the Site with Employer and the professional team at dates and time to be determined by the Engineer. Such meeting will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to rise. It is not the intentions to discuss day-to-day technical matters at such meetings.

C3.5.1.9 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 15th of each month (or on the last working day prior to this date) in order to allow for checking each and reconciliation of all quantities, rates, extension and additions in the certificate. Each progress payment certificate shall include work executed or reasonable expected to be executed up to 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to view the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the Engineer's standards site administration forms and formats.

Upon agreement by the Engineer's Representative by not later than the 20th of each month, the certificate shall be submitted by the Contractor in a typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by no later than the 20th of each month (or on the first working day thereafter), together with four additional copies, for certificates.

Where days' work has been instructed by the Engineer, the Contractor shall submit the return to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms according to the Engineer's standard format. Failure to comply with terms of this clause will result in non-payment for such day works.

C3.5.1.10 Drawings, Operations and maintenance Manuals

All the information in possession of the Contractor that is required by the Engineer's Representative in order to complete the As-built drawings and to prepare a close-out report for the Employer must be submitted before a certificate of completion is issued for the works. Similarly, the Contractor will be required to submit full details of all materials/ fittings/ equipment in a maintenance procedure (where applicable) related thereto, for incorporation in the overall operation and maintenance manual for the completed works prior to issuing of the certificate of completion of the Works.

Only figured dimensions, levels and co-ordinates on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is specifically instructed by the Engineer in writing. The Contractor shall notify the Engineer in writing of any lack of information or conflict in the information on the Drawings. The Engineer will upon written request provide any dimensions, levels and co-ordinates that may have been omitted from the Drawings.

C3.5.2 Management of the Environment

C3.5.2.1 The Environmental Management Plan (EMP)

The Contractor shall comply with the conditions of the Record of Decision and the Environmental Management Plan for the project.

An Environmental Management Programme (EMP), in the context of the regulations, is a tool that takes a project from a high-level consideration of issues down to detailed workable mitigation measures that can be implemented in a cohesive and controlled manner.

The objectives of an EMP are to minimize disturbance to the environment, present mitigation measures for identified impacts, maximise potential environmental benefits, assign responsibility for actions to ensure that the pre-determined aims are met.

C3.5.2.2 Environmental Authorization

The Contractor shall comply with the conditions of the Environmental Authorization - Record of Decision for the project.

C3.5.3 Management of Health and Safety on site

The Contractor shall comply with the Occupational Health and Safety (OHS) Agreement included in Section C1.2 – Contract Data

C3.5.3.1 Health and Safety Specifications

The Contractor shall comply with the requirements of the Occupational Health and Safety Specifications of the Municipality.

C3.5.3.2 Health and Safety Plan

The Contractor shall use the Occupational Health and Safety Specifications of the Municipality to develop and OHS Plan for the approval of the Employer/ Employer's Safety Agent. Once the OHS Plan is approved, it shall be included in OHS File on site for regular monitoring.

C3.5.3.3 Covid-19 OHS Specifications

The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to COVID-19.

The Contractor shall comply with the requirements of the specification.

C3.5.3.4 Covid-19 Risk Assessment

The purpose of this Risk Assessment is to:

- a) Identify the health hazards that employees may be exposed to while performing their work,
- b) Evaluate the initial risk, control measures currently used and the residual risk,
- c) Recommend control measures where applicable and
- d) Compile a Risk Assessment to manage COVID-19 in the workplace and on site,
- e) Produce a Risk Assessment in accordance with the requirements of the Disaster Management Act, 2002. Regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 (As amended on the 15th of March 2020),
- f) Ensure the Safety of all personnel involved with the activity,
- g) Put in place a way of communication to all personnel involved with the activity

C3.5.3.5 Covid-19 OHS Checklists

This checklist will assist the contractor to implement health and hygiene measures at a workplace and do a review of your facilities concerning Covid-19.

C3.6 ANNEXURES

Additional specialised studies and licences are available on request.

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437

REHABILITATION OF MEININGER STREET (WARD 1)

C4 SITE INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437
REHABILITATION OF MEININGER STREET (WARD 1)

C4.2 Occupational Health and Safety Specification
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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



BELA-BELA LOCAL MUNICIPALITY

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR
REHABILITATION OF MEININGER STREET**

WARD 1 – BELA-BELA LOCAL MUNICIPALITY

(BID NO: 9/3/1/437)

Prepared for:
Bakone Consulting Engineers

Prepared by
TAS Risk Solutions

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. BACKGROUND

Bela-Bela Local Municipality has undertaken this project for the repair of Meininger Street (Pavement) situated in Ward 1, under Bid No. 9/3/1/437.

In addition to the stated Employer's objectives above, Bela-Bela Local Municipality aims to deliver public infrastructure using labour-intensive methods where possible as required by the Expanded Public Works Programme to provide temporary employment opportunities to local unemployed people and to provide training or skill development locally employed workers. The works in this contract are to be executed by using both conventional and labour-intensive construction methods according to the Expanded Public Works Programme (EPWP).

2. SCOPE

2.1. Scope of Specification

This Client's Health and Safety Specification prepared in accordance with Clause 5(b) of the *Construction Regulations 2014*; which dictates that the client must prepare a suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work.

This Specification is based on the Baseline Risk Assessment conducted and issued with this document.

This specification further covers the principles, duties, responsibilities, liabilities and requirements applicable in respect of health and safety in the construction work to be performed at **PROJECT: REHABILITATION OF MEININGER STREET WARD 1 – BELA-BELA LOCAL MUNICIPALITY (BID NO: 9/3/1/437)**.

This document therefore constitutes the employer's health and safety specification as defined in the *Construction Regulations 2014* of the *Occupational Health and Safety Act (Act No. 85 of 1993)* and other statutes relevant to the works.

This specification shall only apply to the intended project scope of work pertaining the project; and may not apply to other phases of works which may be pursued as part of subsequent contracts or phases to this project.

Further, this document may not be exhaustive of all existing health and safety risk considerations; and therefore, it is expected that the specialist service provider/Principal Contractor shall exercise and comply with all relevant statutory requirements related to the scope; and industry best practice thereto. Risk items not addressed in this specification document do not absolve the prospective Principal Contractor from complying with applicable statutory requirements relevant to the scope of works.

2.2. Philosophy

This specification has been prepared as a guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

The specification accordingly provides for:

- a) Independent periodic audits to ensure an unbiased pursuit of health and safety,
- b) Follow-up audits to ensure the implementation of prescribed remedial actions,
- c) The review of the efficiency and effectiveness of the Principal Contractor's Health and Safety Plan

- d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,
- e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are identified, assessed and remedied without delay; should it threaten the health and safety of persons and property,
- f) Ad-hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and
- g) Development of all aspects of the Principal Contractor's Health and Safety Plan.

The fundamental intention of this specification is the preservation and entrenchment of health and safety as a core value of all involved during the construction.

3. INTERPRETATIONS

3.1. Application

This specification contains clauses that are applicable to the occupational health and safety requirements of the *Occupational Health and Safety Act, 1993* and its Regulations, in particular the *Construction Regulations 2014* promulgated in February 2014.

3.2. Purpose of health and safety specifications

The purpose of the Health and Safety specification is to assist with the achievement of compliance with the OHS Act, and in particular with the Construction Regulations 2014, so as to effectively mitigate risks on the project. The health and safety specification enables Tenderers intending to bid to make adequate financial provisions in their tenders to cover the health and safety requirements of the project and thereafter, for the Principal Contractor and his sub-contractors to use as the basis for the preparation of the construction phase Health and Safety Plan.

This Health and Safety Specification document sets out the specific requirements to be met by the Principal Contractor and all sub-contractors so that the health and safety of all persons potentially at risk may receive a priority at least equal to the other facets of the project.

3.3. Supporting specifications

Where this health and safety specification document does not expressly indicate, the following regulatory specifications shall be deemed, inter alia, form part of health and safety requirements to which the appointed Principal Contractor must be fully conversant and comply with. These will be:

- Construction Regulations, 2014
- Occupational Health and Safety Act, 1993.
- General Safety Regulations
- General Administrative Regulations
- Driven Machinery Regulations, 1988,
- Electrical Installation Regulations, 1992,
- Electrical Machinery Regulations, 1988,
- Environmental Regulations for Workplaces, 1987
- Facilities Regulations, 1990.
- Hazardous Chemical Substances Regulations 1995, and
- Relevant SANS Standards

4. MINIMUM ADMINISTRATIVE REQUIREMENTS

Contractor

Witness 1

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Employer

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As enshrined in the Occupational Health and Safety Act 85 of 1993, the Principal Contractor will be expected to comply with the following health and safety administrative requirements:

4.1. Notification of Construction Work to the Department of Labour

In terms of provisions of the *Construction Regulations Section 4*, the Principal Contractor shall, at least 7 days prior to commencement of construction work, notify the Provincial Director in writing in Annexure 2 form.

Upon submission of the notification contemplated herein, the Principal Contractor shall retain a copy of the Notification and a proof of submission in the Health and Safety File, and shall form part of audits for the duration of the project.

4.2. Assignment of the CEOs' Responsibility for Health and Safety

In terms of Section 16(1) of the Act, the CEO's of the Client, the Engineer, the Principal Contractor and all other Contractors shall make the requisite assignments of their responsibilities in writing prior to commencement of work on site. It is noted that, in a large organization, the CEO may decide to assign his responsibilities to a line manager who may in turn assign his responsibilities to another line manager and so on.

4.3. Appointment of the Construction Manager

The Principal Contractor's CEO (or his duly assigned employee) shall appoint (in writing) a full-time competent person to supervise the construction work in line with requirements of *Construction Regulation 8 (1)*. One or more Assistant Construction Managers may be appointed (in writing) to assist the appointed Construction Manager should the Principal Contractor deem it necessary or desirable.

The Construction Manager so appointed shall be registered with *South African Council for Project and Construction Management Professions (SACPCMP)* on PrCM level.

The Construction Manager shall exclusively undertake construction management responsibilities for the assigned project; and shall not be involved in any other projects thereto.

Copies of these appointments, together with proof of competence of the individuals concerned, shall be attached to the Health and Safety Plan. Proof of competencies shall take cognisance of the definition of a "competent person" as set out in the *Construction Regulations* and may comprise CV's and written motivations/recommendations by the persons' direct report.

4.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall, prior to commencing work on site, submit a Letter of Good Standing with its Compensation Insurer to the Client and to the Engineer as proof of registration. All other Contractors shall submit their proof of registration to the Principal Contractor before they commence work on site. Copies of these documents shall be attached to the Health and Safety Plan.

4.5. Occupational Health and Safety Policy

The Principal Contractor and all other Contractors shall submit to the Client and to the Engineer, a copy of their organisation's H&S Policy signed by their Chief Executive Officer. Each policy must include a description of the organisation and state the Health and Safety objectives and how they will be achieved and implemented by the organisation. Copies of these policies shall be attached to the Health and Safety Plan. During the construction phase, these policies must be displayed conspicuously on site where employees report for duty. In addition, all employees must be inducted on the policy(ies).

Contractor

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Witness 1

Witness 2

4.6. Health and Safety Organogram

The Principal Contractor shall submit an organogram, outlining the Health and Safety site management structure, including those of all other Contractors. In cases where appointments have not been made, the organogram shall reflect the intended positions, and the names shall be filled in as and when the appointments are made. The organogram shall be updated whenever there are any changes in the site management structure and/or personnel. A copy shall be attached to the Health and Safety Plan.

In the duration of the construction phase, the Principal Contractor shall keep a "live" legal appointment register, which shall be updated as necessary and submitted to the Engineer on a monthly basis.

4.7. Appointment of a Health and Safety Officer

In view of the criticality and risk-sensitivity of the project, the appointed Principal Contractor shall procure the services of a full-time Construction Health and Safety Officer for the duration of the contract.

The Construction Health and Safety Officer, herein referred, shall assume advisory and monitoring duties on the project to primarily drive health and safety; and custodianship of health safety documentation and administration on the site. The Construction Health and Safety Officer shall not be involved in any other duties outside the ambits of health and safety.

The Construction Health and Safety Officer herein referred shall be registered with *South African Council for Project and Construction Management Professions (SACPCMP)* as *Construction Health and Safety Officer (CHSO)* category.

The CV's, qualifications and relevant professional registrations shall be attached as part of the Health and Safety Plan.

The approval of the Construction Health and Safety shall be in consultation with the client (or his appointed Agent) as part of the Health and Safety Plan approval process.

4.8. Health and Safety Representative(s)

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

4.9. Health and Safety Committees

Provided that two or more Safety Representatives have been designated, the Principal Contractor shall ensure that at least one Health and Safety Committee is established and that Health and Safety Committee meetings are held at least monthly and that minutes are kept on record. Meetings must be convened and chaired by the Principal Contractor's Construction Manager. All of the Principal Contractor's and other Contractors' responsible persons and H&S Representatives shall attend the monthly H&S meetings. Contractors shall also have their own internal H&S committees as required in terms of the OHS Act and copies of their agendas and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis. Copies of all H&S committees' agendas, attendance registers and minutes are to be kept in the Project Health and Safety File.

Contractor

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Witness 2

Employer

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Witness 2

4.10. Emergency Procedures

The Principal Contractor shall prepare a detailed emergency procedure prior to commencement of work on site and it shall be included in, and form part of the Health and Safety Plan. The procedure shall be updated whenever changes occur and it shall detail the emergency response plans.

The Emergency Plans/Procedures must be compiled in careful consideration and assessment of the physical site and the baseline risk assessment.

The emergency procedures shall, but not be limited to the following key elements:

- List of key competent personnel on site;
- Details of the nearest emergency services, including their physical addresses and phone numbers;
- Probable Emergency Register and actions or steps to be taken in the event of each specific type of probable emergency;
- Information on hazardous materials/situations that may be encountered on site.

The Emergency Plan must also indicate applicable methods on how casualties will be evacuated from site for further stabilization and treatment.

Emergency procedures shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents and social unrests.

A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and be readily available to site personnel at all times i.e. it must not be located in an area which may be inaccessible outside of normal working hours.

The Principal Contractor shall advise the Client and the Engineer in writing forthwith, and thereafter at the project Health and Safety meetings, of any emergencies that occurred, together with a record of the action taken. Copies of all reports on emergencies shall be kept in the Project Health and Safety File.

4.11. Accident / Incident Reporting and Investigation

Each Injury that occurs is to be categorized *into near-miss/near-hit, first aid, medical treatment injury, disabling, or fatal* and must be reported on the prescribed form. The Principal Contractor must document in its construction phase Health and Safety Plan how it will handle each of these categories of injury. When reporting injuries to the Client, these aforementioned categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the four categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly and copies of these reports shall be kept in the Project Health and Safety File.

Appropriate forms must be used to report injuries to the Department of Labour on the WCL 2 forms, as appropriate.

4.12. General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain health and safety records to demonstrate compliance with this specification, the approved Health and Safety Plan, the OHS Act, and the Regulations. The Principal Contractor shall ensure that all records of incidents/accidents,

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training, inspections, audits, etc. are kept in the Project H&S File stored in a suitable place on site. The Principal Contractor must ensure that every Contractor opens its own H&S file, maintains the file, makes it available to the Principal Contractor and other authorised persons on request; and sends copies of the relevant documentation to the Principal Contractor.

The Principal Contractor shall maintain an up-to-date register of each Contractor engaged in construction work on site giving the Contractors' name and the Responsible Persons' contact details and the number of employees on site. As these details may be subject to frequent change, the register must be updated at least weekly. The register is to be available for inspection; and must be submitted monthly to the Client.

4.13. Project Health and Safety File

The Principal Contractor shall prepare, and update on at least on a monthly basis, a properly indexed Health and Safety File for the project. This file will evolve during the construction phase and is to be handed over to the Client on completion of the construction work on site. The Project Health and Safety File shall contain:

- The names and addresses and contact details of the Principal Contractor
- The names and addresses of all other Contractors that work on the project, copies of their agreements with the Principal Contractor and the type of work that each one is carrying/has carried out.
- The original and all subsequent versions/revisions of the Health and Safety Plan and the Annexures and Appendices thereto.
- All information specifically called for in the OHS Act and the Construction Regulations and this specification and any other pertinent information relating to health and safety on the project that is considered relevant.
- The geo-science report, design loadings of the structure(s) and methods and sequence of construction issued to the Principal Contractor by the Engineer and/or the Client, where applicable.
- The safe work procedures/Method Statements developed by the Principal Contractor and all other Contractors.
- Details of any special or unusual materials forming part of the completed works.
- All relevant information concerning the completed works. This information shall comprise the record/"as built" drawings prepared by the Engineer, copies of which will be issued to the Principal Contractor for inclusion in the File, and the operating and maintenance instructions and all relevant information relating to any unusual or special features of the completed works that could affect health and safety of the end users. When compiling this data, consideration must be given to all information that may be relevant to possible future alterations and/or demolition of all or part of the works.

5. HEALTH AND SAFETY INDUCTION, TRAINING AND EQUIPMENT

5.1. Health and Safety Induction, Awareness and Competency

5.1.1. Induction of Site Personnel

The Principal Contractor shall ensure that all site personnel, including those of all other Contractors, undergo **risk-specific** H&S induction training before starting work. A record of attendance at every induction session shall be kept in the Project Health and Safety File. A risk-specific induction manual must be compiled by the Principal Contractor, on which all entry inductions will be based. A suitable venue must be made available by the Principal Contractor to accommodate this training.

5.1.2. Awareness of Site Personnel

The Principal Contractor shall ensure that periodic 'toolbox talks' take place on site. These talks should deal with risks relevant to the construction work at hand. The Principal Contractor and all Contractors shall conduct 'toolbox' talks daily with their own employees. A record of attendance at each 'toolbox talk' shall be kept in the Project Health and Safety File.

5.1.3. Competency of Site Personnel

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This will have to be assessed on a regular basis by, for example, periodic H&S audits, progress meetings, etc. The Principal Contractor will be responsible for ensuring that only competent Contractors are appointed to carry out specific tasks.

5.2. Public and Site Visitor Health & Safety

Both the Client and the Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and site visitors from being adversely affected by the construction activities.

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

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. These shall be in the form of risk-based health and safety awareness inductions. A record of these inductions/briefings shall be kept in the Project H&S File.

5.3. First Aid Boxes and First Aid Training

The Principal Contractor and all other Contractors shall appoint First Aider(s) in writing. All Contractors with more than 10 employees shall have a trained, certified First Aider on site at all times. The appointed First Aider(s) are to be sent for accredited First Aid training. Copies of the valid First Aid certificates for each First Aider are to be kept in the Project H&S File. The Principal Contractor shall provide an on-site First Aid Station with First Aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box(es).

5.4. Alcohol and other Drugs

Alcohol and drug/other substance abuse have been shown to be a problem in the construction industry. No alcohol or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and details of the disciplinary action taken must be forwarded to the Client for his records.

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5.5. Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with and wear **full body overalls, High-visibility reflective vests, steel-toe safety shoes**. Other specific PPE shall be worn identified in relevant SWP's, Method Statement or Risk Assessments for particular tasks. Personal Protective Equipment (PPE) indicated in *italic* above shall be standard and mandatory to all entering the works area. The Principal Contractor and all other Contractors shall make provisions for; and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline in the Health and Safety Plan the procedures to be taken when PPE or clothing is lost, stolen, worn out, or damaged. This procedure applies to all Contractors, as they are all Employers in their own right.

5.6. Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and all Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

Services fire extinguishers must be always on stand-by for all equipment that emit heat or flames (e.g., Burners etc.).

Fire-fighting equipment shall also be made available during hot asphalt laying during road paving and other similar works.

All fire extinguishers made available on site must be registered and inspected on a monthly basis. Records of such inspections must be retained in the Health and Safety File.

All fire extinguisher units must be subjected to a full service by a competent services provider at 12-month cycle. Service stickers must be affixed on the extinguisher units.

5.7. Occupational Health and Safety (OHS) Signage

The Principal Contractor shall provide adequate on-site Health and Safety signage in the construction Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, power-lines, scaffolding, and other potential risk areas/operations.

6. PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT; AND SAFE WORK PROCEDURES

6.1. Hazard Identification & Risk Assessment (HIRA)

This section of the specification provides guidelines for the Principal Contractor in preparation of risk assessments in order to ensure compliance with Regulation 7 of the *Construction Regulations 2014*. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Principal Contractor staff intending to prepare risk assessments should be trained and suitably experienced in the application of risk assessments principles.

The Principal Contractor shall therefore appoint a competent person as Risk Assessor to lead and facilitate risk assessment processes. The Principal Contractor shall compile Method Statements and Risk Assessments for the tasks intended on the project.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,

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- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the *Construction Regulations* will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the works shall be an ongoing process. Risk assessments shall be communicated to all affected relevant personnel. Risks that will affect specific members of the community shall be communicated accordingly; and all proof of communication retained in the Health and Safety File.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

7. PROJECT-SPECIFIC HEALTH AND SAFETY REQUIREMENTS

7.1. Delivery, Storage & Handling of Paving Materials

The Principal Contractor shall appoint in writing a competent person to supervise all receipt, off-loading, and storage of paving materials (concrete block pavers, bedding sand, base materials, precast kerbs, and other articles) on site (Stacking & Storage Supervisor). The appointed person shall ensure that adequate and safe storage areas are provided for the temporary storage of all materials.

The Principal Contractor shall further ensure that all storage areas are appropriately demarcated and are not unduly accessed by members of the public, particularly children. Appropriate measures shall be taken to ensure that access is restricted and prohibited. Signage to this requirement must be posted.

Off-loading of paving materials (including bulk pallets of concrete block pavers and precast concrete kerbs) shall be carried out using suitable mechanical lifting equipment operated by a competent operator. Manual handling of heavy units shall be minimised and where required, mechanical aids (trolleys, sack trucks) shall be provided. Workers engaged in manual handling shall receive appropriate training and shall not lift loads in excess of safe limits.

The laying of concrete block paving (interlocking pavers) shall be performed in a systematic, safe manner. Plate compactors used for vibration compaction of the paved surface shall be guarded, operated only by competent persons, and shall not be used in proximity to excavated edges. Workers shall be protected from vibration-induced injury through appropriate work rotation and provision of anti-vibration gloves where required.

All stockpiled materials must be stored in a stable manner to prevent collapse or inadvertent movement. Sand stockpiles must be retained by suitable containment to prevent wind dispersal onto adjacent roadways or into storm drains. Materials stored on the carriageway must be protected by appropriate delineation and signage to prevent collision by passing vehicles.

7.2. Trenching

Excavation of road formation and subgrade preparation shall be required as part of the road rehabilitation works on Meininger Street. Attention is brought to the movement of the public both on foot and in vehicles within and adjacent to the active work zones.

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As a proactive mitigation measure, the Principal Contractor shall programme excavation activities and material delivery so as to minimise the period of time that open excavations remain unattended. An 'excavate & reinstate' approach shall be adopted so that no open excavations are left unprotected overnight.

All excavations must be effectively barricaded to prevent accidental fall-in injuries. Methods of barricading must take into consideration the volume of pedestrians, particularly children and the elderly. The Principal Contractor shall ensure that barricades are sturdy and not easily removable. High-visibility netting shall also be used to ensure excavations are easily identifiable.

Where excavations affect the existing carriageway or pedestrian walkways, the Principal Contractor shall make all necessary provisions and arrangements to ensure that traffic and pedestrian movement is not adversely affected. These shall include road signage, Flagmen, detours and other traffic accommodation measures as required.

7.3. Underground Services

The area may contain underground services like electrical cabling, telecommunication lines, sewer lines, water reticulation pipes and other services. Prior to excavating for road formation and other purposes, the Principal Contractor shall conduct appropriate assessment to ensure that the areas intended for such excavating; is free of underground services. Appropriate liaisons with the Engineer shall be conducted to verify locations of underground services.

Where services are present, appropriate actions must be taken to protect such services so as to prevent undue disruption to the community affected by the project

7.4. Working near Overhead Power Lines

The area earmarked for the project have overheard electrical reticulation lines. This presents a risk of electrocution, particularly in relation to use of self-propelled mobile machinery on site for various purposes.

In the event that work is carried out, a safe clearance distance of 6 metres must be maintained at all times. Crane Operators and other self-articulated machinery must ensure that booms and other part do not come close to the power lines

7.5. Heat Stress / Exhaustion

Bela-Bela (Limpopo Province) is characterised by hot to very hot summer temperature conditions which may vary from 28°C to 38°C annually, and can exceed 40°C during peak summer months. The area also experiences intense solar radiation. Prolonged exposure to these temperatures during outdoor road construction activities may lead to dehydration, heat exhaustion, and in severe cases heat stroke.

The Principal Contractor must ensure that personnel are provided with clean drinking water for rehydration purposes at all times

7.6. Transportation and lifting activities

7.6.1. Lifting machines and tackle

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

- All lifting machinery and tackle have a safe working load (SWL) clearly indicated;
- Regular inspections and servicing are carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained Rigger/Banksman to direct lifting operations and check/inspect lifting tackle;
- A record of such inspections must be kept on the site Health and Safety file.
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness, which shall be available on site.
- Equipment such as slings, ropes, chains a pipe lifting clamps shall be in good condition, with no excessive wear and corrosion being evident. A designated competent person shall examine such equipment on a weekly basis.
- The lifting device shall be fitted with an arresting device, which locks the drum in the event of an engine failure.
- Hooks shall be fitted with a locking device to prevent the rope/sling/chain from being able to slip off the hook.
- Lifting cranes must be fitted with anti-two blocks.

7.6.2. Construction Vehicles

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

The Principal Contractor shall ensure that all necessary road signage, vehicle control mechanisms, Flagmen and other traffic accommodation requirements are strictly adhered to for the whole duration of the project.

“*Construction Plant*” includes all types of plant including but not limited to, cranes, piling rigs, pay loaders, excavators, road vehicles, tractor loader backhoe (TLB), and all lifting equipment. The principal contractor and all relevant contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorized/competent persons are to use machinery and such operations must be under proper supervision.

All construction plant operators shall be in possession of valid medical certificates of fitness issued by an accredited occupational health practitioner to prove they are physically and psychologically fit to operate such machinery.

The principal contractor shall ensure that all hired plant and machinery used on site is safe for use. The principal contractor shall ensure that operators hired with machinery are competent and that certificates (competence and medical) are kept on site in the health & safety file. All relevant sub-contractors must ensure the same. Under no circumstances should persons be transported as passengers of a construction vehicle/plant, unless it is for construction work purposes and a suitable safe seating is provided in the machine.

All construction vehicles involved in this project shall have rotating lights, full-functioning reverse alarms, and a black-on-yellow background sticker or similar; clearly printed “*Construction Vehicle*” on the rear.

Where construction vehicles interface with public motorists and pedestrians, proper care and control must be exercised by the contractor by means of Flagmen, detours & deviations, delineators and others as deemed necessary.

Contractor

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Witness 2

Employer

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7.7. Excavation activities

The implementation of the project shall include excavation of road formation, subgrade, and localised areas for kerb foundation and ancillary works. This aspect of the work shall comply with the provisions of the Construction Regulation 2014 – Section 13: Excavation.

The Principal Contractor shall be expected to excavate road formation and subgrade material across the full width of Meininger Street for base replacement and paving works.

The Principal Contractor shall therefore familiarize himself and comply with the requirements as set out in the *Construction Regulations 2014 – Section 13: Excavations*.

The Principal Contractor shall also determine any underground services that may exist along the road corridor (including water mains, sewer lines, electrical cables, and telecommunications infrastructure), in conjunction with the Engineer, before commencing with excavations as per applicable way-leaves.

It is therefore imperative that the Principal Contractor exercises extreme caution in relation to public safety. Therefore, the contractor shall adhere to the following

- a) Minimize period by which excavations are left open before back-filling.
- b) Open trenches must be barricaded by means of a sturdy high-visibility orange netting

The implementation of the project shall include all excavation necessary for road formation, subgrade preparation, kerb foundation, and ancillary works.

Further, the Principal Contractor shall adhere to the following:

- All deep excavations must be effectively barricaded with sturdy high-visibility netting; which must remain in place to prevent unauthorized access by public; particularly children; until fully back-filled.
- All excavations must be done under the supervision of a competent person appointed in writing in terms of Section 13 of the Construction Regulations 2014.
- All excavation must comply with all provisions of the *Construction Regulations Section 13: Excavation*.
- The Principal Contractor shall appoint a competent person of Section 13 (1) (a): Excavation Supervisor.
- The Competent Person appointed in terms of CR Section 13 must evaluate the stability of the ground before excavation begins.
- The Competent Person appointed in terms of CR Section 13 must take all necessary steps to ensure that no persons are buried or trapped by a fall or dislodgement of material in an excavation.
- The Competent Person appointed in terms of CR Section 13 shall not require or permit any person to work in any excavation which has not been adequately shore or braced.
- All excavations must be properly inspected before personnel are allowed into excavations. Findings of such inspection must be recorded and retained.
- The Designer who is designing the shoring and bracing of excavations must ensure that they are designed up to the required strength adequate to support the sides of the excavation.

Contractor

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Witness 2

Employer

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- In the event that excavations are adjoined or in proximity of other structures, building or roadways; the Principal Contractor must ensure that the stability of these are not compromised; endangering the safety of building occupants and the workers.
- The Principal Contractor must ensure that means of safe access and egress are provided no further than 6 metres from the point where any worker is working within the excavation.
- In respect to Confined Spaces, the Principal Contractor shall ensure that provisions laid down in General Safety Regulation 5 are fully complied with as necessary.

7.8. Public Safety

The project is located on Meininger Street within Ward 1, Bela-Bela, which is a built-up urban environment with residential and commercial properties fronting the road. The public — including commuting adults, schoolchildren, and pedestrians — will be exposed to risks associated with the construction work, particularly open excavations, construction plant movements, and temporary loss of road access.

It is therefore imperative for the appointed Principal Contractor to ensure that all work areas are secured; and dangerous work areas properly demarcated, barricaded and fenced, with signage, as appropriate. Temporary walkways must be provided for pedestrians to access adjacent properties, amenities, and residences throughout the construction period.

Appropriate actions shall be taken by the Principal Contractor to minimise risks to the public emanating from the works. Where construction activities affect access to residential or commercial properties fronting the road, adequate temporary access arrangements must be maintained and communicated to affected property owners.

Where road formation is opened for base replacement and paving works, the Principal Contractor shall ensure that appropriate barricading and fencing is installed and maintained at all times.

The Principal Contractor shall further take appropriate steps to engage and communicate relevant hazards and risks to all persons or homeowners affected by construction work. Records of such communication must be retained in the health and safety file. The general public must be sensitized and made aware of risks of proposed upgrades through appropriate public participation fora. These public participation engagements must also include safety considerations to be undertaken to ensure public safety. A Social Facilitator/ CLO will be required to ensure this aspect is covered adequately.

7.9. Fire risk and burning

The project works are located on an urban road reserve in Bela-Bela. While the site is not densely vegetated, the risk of fire exists from the use of flammable fuels for construction plant and equipment, as well as from any hot or heated materials used in ancillary works. The risk of fire is heightened during the dry winter season and periods of low humidity.

Burning or making of fires on site shall not be permitted, unless authorized in writing by the Engineer.

The Principal Contractor shall ensure that the risk of fire at any location on the site is eliminated at all times.

The Principal Contractor shall supply fire-fighting equipment in proportion to the fire risks presented by the type of work and other on-site activities and materials used on site. These units shall be kept in good operating order. Fire extinguishers shall be always on stand-by during application of asphalt/bitumen application.

Contractor

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Witness 2

Employer

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Heating of materials by use of LP gas burners must be done in a controlled environment and under appropriate supervision, in such a manner as to minimize the risk of veld fires and/or injury to staff, pedestrians, motorists and visitors.

7.9.1. Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Contractor shall with reference to Regulation 23: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store
- What safety precautions will be employed if ventilation of the flammable store is not possible,
- How access to flammable stores will be controlled,
- How empty vessels used for the storage of flammable liquids will be disposed of,
- What quantity of flammable liquids will be stored on the construction site,
- What systems are intended to ensure the safe storage of flammable liquids, and
- What retaining methods will be used to prevent the spreading of any spillage.

8. TRAFFIC ACCOMMODATION

The Principal Contractor shall provide appropriate traffic accommodation arrangements for smooth operation during construction phase of the project. Specific requirements must be assessed and identified for implementation during the proposed upgrades. These requirements must be compiled in a formal Traffic Management Plan. These mitigation measures shall include barriers, road signage, STOP & GO restrictions and flag signalling amongst others.

The Principal Contractor shall provide for appropriate sequencing of traffic to ensure smooth traffic movements during construction. Planning and zoning of roadworks must implement strategic STOP & GO sections, where necessary. Detours and deviations may be implemented to accommodate traffic during construction work.

Trained Flag-persons must be deployed at strategic positions to control and manage traffic movements along the affected construction areas. Secured Delineators must be installed appropriately to indicate routes to be followed by motorists during construction.

Clear road signage posted on poles, must be installed and maintained; to warn motorists of road construction operation and associated risks thereto. Extra traffic signalling and accommodation of traffic will be required to ensure safe traffic movements at blind curves during construction.

Traffic calming mechanism and enforcement of speed limit shall be implemented to ensure safety. This shall include temporal '*Rumble Strips*' and speed humps at strategic positions as identified in Traffic Management Plan.

There shall be a need for temporary road surface widening and layer-works to accommodate traffic during proposed upgrades of main routes. The surfaces of the temporary widened road shall be of safe material and texture so as to avoid slippery surfaces and loose fly-rocks.

9. COVID-19 RISK MANAGEMENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The advent of Covid-19 has brought along serious consideration of the construction industry. There is therefore a need that specific requirements in the prevention and spread the corona virus among employees on the site.

The following requirements shall be adhered to as part of initiatives to prevent spread of the virus and save lives:

Covid-19 Risk Management Plan

In line with the statutory requirements as gazette and best practice in the construction industry, the Principal Contractor shall compile a Covid-19 Risk Management Plan as part of the Health and Safety Plan. The Plan shall articulate all measures to be implemented on the site to arrest the spread of the virus.

The Plan shall further establish protocols to be followed on the site, together with processes the Principal Contractor shall implement to monitor compliance with the adopted Plan.

This Plan shall be submitted to the Bela-Bela Local Municipality Health and Safety Agent for appropriate evaluation and approval prior to commencement of construction work.

Covid-19 Awareness Training

All personnel of the Principal Contractor shall undergo awareness training on all protocols to be followed on the site. All personnel must be aware of the contents of the Covid-19 Risk Management Plan, as key partners in the entrenchment of compliance thereto.

Records of such training shall be retained in the Health and Safety File.

Daily Symptom Screening

The Principal Contractor shall conduct symptom screen upon entry to site for all personnel and visitors entering the site. A quality tested and compliant infra-red thermometer shall be used to determine body temperatures. Valid equipment quality certificates must be kept on site at all times. All temperature readings must be entered on an appropriate recording form and kept in a dedicated Covid-19 File.

Covid-19 Coordinator

The Principal Contractor shall appoint a suitable senior person as a Covid-19 Coordinator for the site. The role of this appointee shall be to monitor the implementation and compliance with the approved Covid-19 Risk Management Plan. The Appointed person shall further ensure that equipment and materials required by the Pan are readily available on the site.

The Covid-19 Coordinator shall be responsible for the necessary recording and reporting of all Covid-19 incidents and related records.

The Covid-19 Coordinator shall submit to the Bela-Bela Local Municipality OH&S Agent and Resident Engineer, a weekly report to be submitted every week on a Monday 12 noon. The report shall give a summary of all screenings conducted on the site, record of suspicious symptoms identified and actions taken thereto.

The format of this report shall be provided by Bela-Bela Local Municipality OH&S Agent.

Hand Sanitizers

Sanitizers with a minimum alcohol content of 70% shall be available at all entrance points and at strategic locations for hand hygiene for all employees. Sanitizers must be available at all common areas, shared equipment, construction vehicles and other areas where employees congregate.

Adequate stock of sanitizers must be kept on site at all times.

Masks

All personnel reporting for duty shall wear a mask at all times. The Principal Contractor shall ensure that adequate stock of appropriate masks is available on site at all times. No personnel shall enter the working areas without a mask, worn and covering both mouth and nose. Old masks must be disposed of in bin allocated for medical waste.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Social Distancing

The Principal Contractor shall implement all appropriate measures to ensure that social distancing is practiced on the site. Communal areas i.e., *eating areas, training venues etc.*, shall take into consideration the requirement for ensuring a social distance of 1.5 metres at all times.

Construction Mobile Machinery & Shared Equipment

All construction vehicles and shared equipment must always have hand-sanitizers readily available. Personnel must disinfect all contact parts of machines before being used by another employee.

Operators must ensure that cabins are fully sanitized at the beginning of each shift and during change of drivers. Disinfection of plant cabins shall also form part of the Driver's Pre-Use Checklist.

10. AUDITING**10.1. Internal Audits by Principal Contractor**

The Principal Contractor shall conduct his weekly internal health and safety audits on the project. These audits shall be conducted on a monthly basis by a person appointed by Construction Health and Safety Manager of the Principal Contractor.

The purpose of this audit shall be to monitor and entrench continual improvement of the Principal Contractor health and safety management system implemented on the site.

The CHSM shall submit this report to the Client Health and Safety Agent on a monthly basis.

10.2. Audits by Employer or Health and Safety Agent

The complex risk profile of the site requires very robust monitoring programme to ensure that risks are averted on the site.

It is therefore necessary that a total of at least 3 health and safety inspections be carried out on the site so as to entrench compliance with the requirements. These inspections and related feedback shall assist in strengthening the efforts in ensuring health and safety on the site.

A formal health and safety audit contemplated in *Regulation 5 (1) (d) of the Construction Regulation 2014*, will be carried out by the Employer's appointed Health and Safety Agent.

The intervals for the audits shall be agreed between the Principal Contractor and the Employer's Health and Safety Agent during the preparation of the Principal Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require.

The findings of each audit will be made known to the Principal Contractor and the Employer in a report prepared by the Health and Safety Agent.

The report shall be submitted to all parties within seven working days of the respective audit being completed. Any non-conformances identified will be documented in the audit report. The Principal Contractor shall, upon receipt of health and safety audit report, compile an Action detailing how he will address the non-conformances, including reasonable time-lines.

All audit reports will be filed in the Health and Safety File, and may be audited by any interested party of government official.

When indicated by the Agent, a date for a follow up audit may be communicated to the Principal Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 5. (3)(c).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The audits described above only constitute part compliance by the Employer or the Safety Agent with regulation 5 (1) (c) of the Construction Regulations, 2014.

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) Principal Contractor is informed so as to take part in such audit

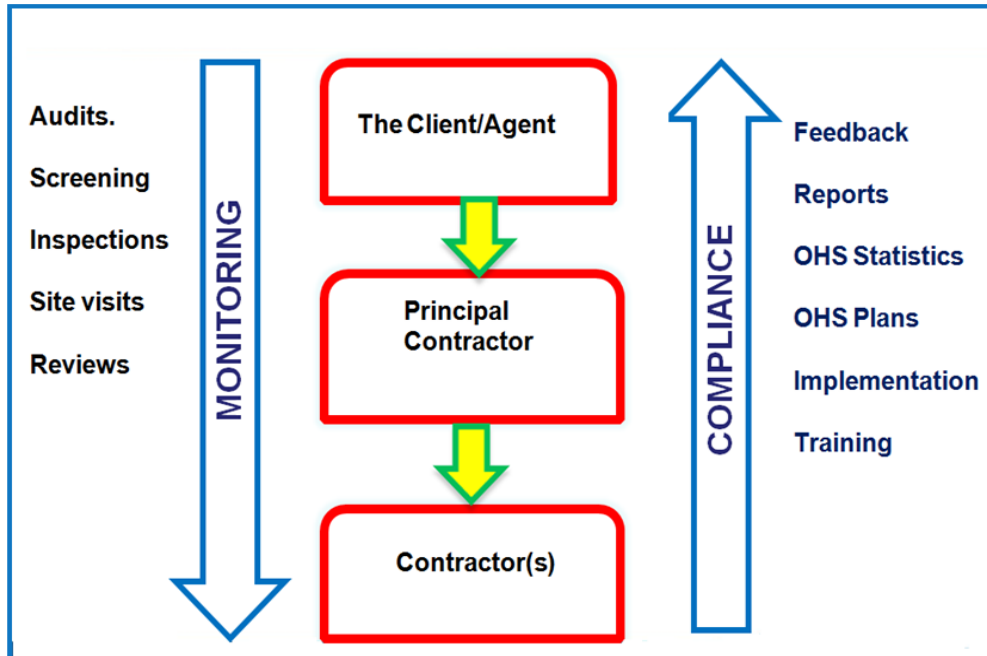


Figure 3: Site Monitoring Model

Annexure A**HEALTH AND SAFETY SPECIFICATIONS (HSS)****PROJECT: REHABILITATION OF MEININGER STREET****WARD 1 – BELA-BELA LOCAL MUNICIPALITY (BID NO: 9/3/1/437)**

The Principal Contractor must submit proof of compliance with Annexure A

HSS Item no.	REQUIREMENT	OHS ACT REQUIREMENT	SUBMISSION DATE
1	Assignment of Responsible Persons to supervise Construction work	OHS Act (section 16.2) & Construction Reg. 8	Before commencement on site
2	Competence of Responsible Persons	OHS Act (section 16.2) & Construction Reg. 8	Together with H&S Plan
3	Compensation of Occupational Injuries and Diseases - Proof of Registration- FEM or CC	COIDA	Together with H&S Plan
4	Occupational Health and Safety Policy	OHS Act	Together with H&S Plan
5	Health and Safety Organogram	Client Requirement	Together with H&S Plan
6	Initial Hazard Identification and Risk Assessment based on the Client/s assessment	Construction Regs.	Together with H&S Plan
7	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site

Contractor

Witness 1

Witness 2

Employer

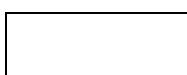
Witness 1

Witness 2

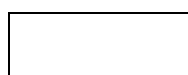
Annexure B**HEALTH AND SAFETY SPECIFICATIONS (HSS)****PROJECT: REHABILITATION OF MEININGER STREET****WARD 1 – BELA-BELA LOCAL MUNICIPALITY (BID NO: 9/3/1/437)**

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as the project progresses). Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any appointment as determined by its risk assessment of the Contractor concerned.

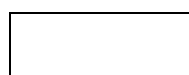
APPOINTMENT	OHS ACT REFERENCE	REQUIREMENT
CEO Assignee	Section 16(2)	A competent person to assume the overall H & S responsibility - Contractor's Responsible Person
Construction Work Manager	CR 8.1	A competent person to supervise and be responsible for Health and Safety related issues on site
Assistant Construction Manager	CR 8.2	A competent person to assist with the daily supervision of construction / building work. The person(s) assists the Construction Work Supervisor
Health and Safety Representative(s)	Section 17	A competent person(s) to assist with identifying risks, attend H & S meetings, conduct inspections, assist with investigations, etc.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: * The 6.1 or 6.2 Person * H & S Representative * Member of the H & S Committee * H & S officer
Risk Assessment Co-coordinator	CR 9	A competent person to co-ordinate all assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-coordinator	CR 8	A competent person to prepare and amend the fall protection plan
First Aiders	GSR 3	A qualified person to address all on site first aid cases
Lifting machine and equipment Inspector	DMR 18	A competent person to inspect lifting machines, equipment
Lifting tackle Inspector	DMR 18	A competent person to inspect lifting tackle
Scaffolding Inspector	SANS 10085-1:2004	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding Erector	SANS 10085-1:2004	A competent person to erect scaffolding
Scaffolding Supervisor	SANS 10085-1:2004	A competent person to supervise scaffolding
Stacking Supervisor	CR 28	A competent person to supervise all stacking and storage operations
Actuated Fastening Device Inspector / Supervisor	CR 21	A competent person to inspect and clean the tool daily and controlling all operations thereof
Electrical installations Supervisor	CR 24	A competent person to control all temporary electrical installations
Fire-fighting equipment Inspector	CR 29	A competent person to inspect fire-fighting equipment



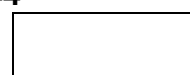
Contractor



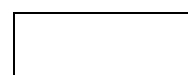
Witness 1



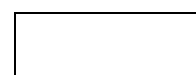
Witness 2



Employer



Witness 1



Witness 2

Annexure C**OTHER REQUIREMENTS****PROJECT: REHABILITATION OF MEININGER STREET
WARD 1 – BELA-BELA LOCAL MUNICIPALITY (BID NO: 9/3/1/437)**

The Principal Contractor shall comply but not be limited to the following requirements: Report on these to the Client at progress meetings or at least monthly whichever is sooner. A report with supporting documents shall be tabled at the Contractor/s monthly Health and Safety meeting.

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT WITH DATE
Construction-phase Health and Safety Plan	Within one week of being awarded	Principal Contractor to report on status of Principal Contractors' Health and Safety plans	
Health and Safety file	Open file when construction begins and maintains throughout	Have file established on site	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health and Safety Reports	Monthly	Report covering: * Incidents/Accidents and Investigations * Non-conformances by employees & contractor * Internal & External H&S audit reports	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Method statements (safe work procedures)	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Weekly and daily	OHS Act compliance Registers: * Scaffolding * Excavations * Formwork & support work * Explosive tools * Temporary electrical Installations	
General Inspections	Monthly	* Fire-fighting equipment * Portable electrical equipment * Ladders	
General Inspections	3 - Monthly	* Lifting tackle	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT WITH DATE
		* Oxy-acetylene cutting and welding sets * Fall prevention and arrest equipment	
General Inspections	6 - Monthly	* Lifting machines	
Workman's Compensation	Update Weekly	Table list of Principal Contractors' workman's compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Update Weekly	Table a report of all signed up Mandatories	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure D

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 19

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 - SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 7 February 2014 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Ad), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely;

(a) The Principal Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.

(b) The Principal Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.

(c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

(d) The Principal Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

(e) The Principal Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

(f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1): _____ Witness: 2) _____

For the Principal Contractor: _____ Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure E

NOTIFICATION OF CONSTRUCTION WORK (Not Applicable on this project)

To: The Provincial Director, Department of Labour.....

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:
(b) Name and telephone number of principal contractor's contact person:
2. Principal contractor's compensation registration number:
3. (a) Name and postal address of client:
(b) Name and telephone number of client's contact person or agent:
4. (a) Name and postal address of designer(s) for the project:
(b) Name and telephone number of designer's contact person:
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):
6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2):
7. Exact physical address of the construction site or site office:
8. Nature of the construction work:
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of contractors on the construction site accountable to principal contractor:
13. Name(s) of contractors already chosen:

Principal Contractor:

Date:

Client:

Date:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure E

**PROJECT: REHABILITATION OF MEININGER STREET
WARD 1 – BELA-BELA LOCAL MUNICIPALITY (BID NO: 9/3/1/437)**

Acknowledgement of Receipt of the Health and Safety Specifications:

I, _____ representing

_____ (Principal Contractor)

Have satisfied myself with the content of the construction Health and Safety Specification and shall ensure that we comply with all obligations / requirements in respect thereof.

Signature of PRINCIPAL CONTRACTOR

DATE

Signature of CLIENT / CLIENT'S AGENT

DATE

COMMENTS:

Empty box for comments.

Contractor

Witness 1

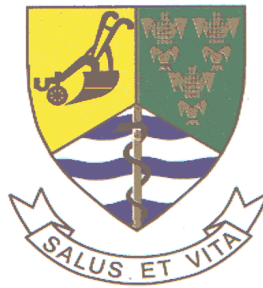
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437 REHABILITATION OF MEININGER STREET (WARD 1)

C4.3 Baseline Risk Assessment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Baseline risk assessment undertaken in terms of Construction Regulation 5(1) to identify the operational risks to be addressed by the Project Specific Health and Safety Specification													
Client name: Bela-Bela Local Municipality Project name: Rehabilitation of Meininger Street (Ward 1) Contract No: 9/3/1/437 Risk assessor: Andile Sibande Assessment date: 25 May 2026													
1. Ref	2. Activity	3. Identified Hazard	3. Impact/Risk	4. Risk type (S,H,E, PD)	5. Severity with specific description as per Type of Risk	5.1 Severity	6. Probability	7. Exposure	8. Raw Risk Score	9. Current Controls Mitigation	10. Effectiveness of Controls	11. Residual Risk	12. Responsible Person
1	Induction	Un-inducted personnel/ OHS knowledge of risk on site	Personal injuries and damaged to machine and property	S	4. Major: Fatality or number of disabilities	4	2	2	16	Awareness programmes must be put in place. Initial induction will be done by the Client (Bela-Bela Local Municipality) applicable to the project. On site induction training will be conducted by the Contractor and proof thereof will be kept on site in the HSE File.	60	6.4	16.2 appointee
2	Appointments	No responsibilities defined	Lack of compliance to the law and its regulations	S	3. Moderate: Disability injury or occupational illness	3	2	4	24	All legal appointment must be established and signed by the appointees before start up	60	9.6	16.2 appointee
3	Medical Fitness Test	Undisclosed illnesses	Fatalities at work and or lack of consciousness	H	4. Major: Fatality or number of disabilities	4	2	2	16	All employees on site must adhere to CR 7(1)(g) of the OHSACT	60	6.4	16.2 appointee
4	Access to premises	Un-controlled entry to the premises	May lead to injuries, damages to property and theft	PD	4. High Cost between 80000 & 200000	4	2	2	16	Security personnel to be hired to control the access to the yard All personnel entering the site to sign a register An inspector will be permitted to enter the site and perform his duties	60	6.4	16.2 appointee
5	Safety file	Not adhering to the Construction Regulation as per OHSACT of 1994	Missing of appointment letters or not done	S	3. Moderate: Disability injury or occupational illness	3	2	1	6	An Approved Safety File by the client must be on site all times	60	2.4	16.2 appointee
6	Copy of the ACT	Not having a copy of the act on site	Can lead to less information about the relevant regulations	S	3. Moderate: Disability injury or occupational illness	3	4	3	36	All copies of the ACTS must be displayed for employees perusal • OHS Act • Basic Condition of Employment Act • COID Act • Employment Equity Act • Labour Act	60	14.4	16.2 appointee
7	Driving	Exposure to animals crossing the road	Bumping into animals crossing causing fatality	S	5. Catastrophic: Multiple fatalities	5	3	3	45	Driving WSWP developed and employees inducted.	60	18	16.2 appointee
8		Exposure to animals crossing the road	Bumping into animals crossing causing vehicle damages	PD	3. Medium Cost between 30000 & 80000	3	4	3	36	Driving WSWP developed and employees inducted.	60	14.4	16.2 appointee
9	Vehicles driving on public road	Violation of road rules by third party	Road accident leading to fatality	S	4. Major: Fatality or number of disabilities	4	5	3	60	Employees or driver trained on Defensive Driving	60	24	O&M Manager
10	Hijacking of company vehicle	Exposure to Preps	Exposure to Hijacking leading to loss of vehicle	PD	4. High Cost between 80000 & 200000	4	4	3	48	Developed SWP for Safe Driving and communicated	80	9.6	Transport Officer
11	Assets management	Storing assets on site	Theft	PD	3. Medium Cost between 30000 & 80000	3	4	3	36	Provide a secured and safe storage which includes security guards.	80	7.2	O&M Manager

Contractor


Witness 1

Witness 2

Employer

Witness 1

Witness 2

Baseline risk assessment undertaken in terms of Construction Regulation 5(1) to identify the operational risks to be addressed by the project specific health and safety specification													
Client name: Bela-Bela Local Municipality Project name: Rehabilitation of Meininger Street (Ward 1) Contract No: 9/3/1/437 Risk assessor: Andile Sibande Assessment date: 25 May 2026													
1. Ref	2. Activity	3. Identified Hazard	3. Impact/Risk	4. Risk type (S,H,E, PD)	5. Severity with specific description as per Type of Risk	5.1 Severity	6. Probability	7. Exposure	8. Raw Risk Score	9. Current Controls Mitigation	10. Effectiveness of Controls	11. Residual Risk	12. Responsible Person
12	Clearing bush using bush knives Digging holes using pick and spade	Manual handling of material Dust Moving vehicles	Manual handling injuries Dust being inhaled/getting in eyes Vehicle collision and damage	S	3. Moderate: Disability injury or occupational illness	3	4	3	36	Developed SWP and Training	80	7.2	Health and Safety Officer
13	Electrical installation	Contact with electric wires	Electrical shocks leading to fatality	S	4. Major: Fatality or number of disabilities	4	5	2	40	Install energy saving tools (lights, machines and use natural light or free energy equipments)	80	8	O&M Manager
14	Walking on site	Slippery floor	Falling causing fractures	S	3. Moderate: Disability injury or occupational illness	3	3	2	18	Provide constant housekeeping of the floor,	60	7.2	Transport Officer
15	Storage of HCS in the plant	Storage of different HCS in one place	Reaction and causing fire	S	5. Catastrophic: Multiple fatalities	5	3	3	45	Provide safe storage of chemicals and keep MSDS records, where possible provide respiratory protection (BA Sets). Conduct compatibility study for areas where storage is likely to take more than one HCS.	60	18	Technical Sup
16	Use of HCS	Inhalation of HCS fumes	Inhalation for fumes causing respiratory effects	H	3. Moderate: Disability injury or occupational illness	3	3	3	27	Provide safe storage of chemicals and keep MSDS records, where possible provide respiratory protection (BA Sets)	60	10.8	Technical Sup
17		Contact with HCS	Skin contact causing skin irritation/corrosion	S	3. Moderate: Disability injury or occupational illness	3	3	3	27	Provide safe workwear, employees working with acidic HCS must be provided with acid resistant.	60	10.8	Technical Sup
18	Waste generating	Waste	Land pollution	E	3. Moderate: Ecological disturbance can be rehabilitated	3	4	2	24	Develop and implement a waste management plan.	60	9.6	Supervisor
19	Incident and Accident Management	Incident management procedure not defined	Unreported risk or injuries Unreported Environmental impact to nature Pollution -dust	S	3. Moderate: Disability injury or occupational illness	3	4	2	24	All Accident and Incident recording Documents must be available A Competent Accident and Incidents Investigator must be Appointed Ensure that workers are informed to report any form of injury [near misses -severe] All Incidents and Accidents must be investigated, recorded and reported according to GAR 8 and 9 of the OHS Act no 85 of 1994 Environmental policies on safe handling of materials are in place [MSDS] Ensure that dust is always suppressed and adhere to Section 9 (1) of the OHSACT	60	9.6	Health and Safety Officer

Contractor


Witness 1

Witness 2

Employer

Witness 1

Witness 2

Baseline risk assessment undertaken in terms of Construction Regulation 5(1) to identify the operational risks to be addressed by the project specific health and safety specification													
Client name: Bela-Bela Local Municipality Project name: Rehabilitation of Meininger Street (Ward 1) Contract No: 9/3/1/437 Risk assessor: Andile Sibande Assessment date: 25 May 2026													
1. Ref	2. Activity	3. Identified Hazard	3. Impact/Risk	4. Risk type (S,H,E, PD)	5. Severity with specific description as per Type of Risk	5.1 Severity	6. Probability	7. Exposure	8. Raw Risk Score	9. Current Controls Mitigation	10. Effectiveness of Controls	11. Residual Risk	12. Responsible Person
20	Transportation of plant and equipment to site	Plant that is not in good working condition	Plant and equipment in transit may dislodge	S	4. Major: Fatality or number of disabilities	4	4	2	32	Tie- down tackle, competent staff, trained and skilled to operate	60	12.8	Health and Safety Officer
21	Dust when excavating and backfilling	Dust	May lead to occupational illness	H	3. Moderate: Disability injury or occupational illness	3	3	2	18	Always ensure that employees wear dust masks during this process	60	7.2	Health and Safety Officer
22	Use of hand tools	Damaged tools/Defective tool	May lead to injuries	S	2. Minor: Minor injuries or exposure requiring medical attention	2	3	2	12	All tools must be clean, safe and in a serviceable conditions Custom made hand tools for use must be approved prior to being used on site Encourage all the employees to report any damage to the tool immediately	60	4.8	Health and Safety Officer
23	Operating vessels under pressure	Defective vessels	Exposure to defective or operating vessels under pressure causing fatality	S	5. Catastrophic: Multiple fatalities	5	3	2	30	Provide servicing or calibration of all vessels under pressures.	80	6	Supervisor
24	Off-loading of containers and manual handling material	No riggers or banksman are appointed Incorrect manual handling of equipment	Collapse of container causing injuries	S	3. Moderate: Disability injury or occupational illness	3	3	2	18	Competent riggers / banksman to monitor the work Always required PPE to be worn when handling material, proper ergonomics will be adhered to e.g. lifting with legs not your back	60	7.2	Supervisor
25	Off-loading of containers and manual handling material	Incorrect positioning	Collapse of container causing property damaged	PD	3. Medium Cost between 30000 & 80000	3	3	2	18	Competent riggers / banksman to monitor the work Always required PPE to be worn when handling material, proper ergonomics will be adhered to e.g. lifting with legs not your back	60	7.2	Supervisor

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Baseline risk assessment undertaken in terms of Construction Regulation 5(1) to identify the operational risks to be addressed by the project specific health and safety specification Client name: Bela-Bela Local Municipality Project name: Rehabilitation of Meininger Street (Ward 1) Contract No: 9/3/1/437 Risk assessor: Andile Sibande Assessment date: 25 May 2026													
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26	Use of sharp tools for admin purposes	Exposure to sharp tools	Contact with sharp tools causing cuts	S	2. Minor: Minor injuries or exposure requiring medical attention	2	4	1	8	Inspections carried out for sharp tools	60	3.2	Supervisor
27	Using papers for admin	Excessive use of paper	Excessive use leading to deforestation	S	3. Moderate: Disability injury or occupational illness	3	4	1	12	Paper recycling system in place	60	4.8	Supervisor
28	Walking within the offices	Wet floor	Slip and fall causing fracture	S	2. Minor: Minor injuries or exposure requiring medical attention	2	4	1	8	All wet areas demarcated with a warning sign	60	3.2	Supervisor
29	Use of portable electrical tools	Electrocution	Damage to the power lead will result in electrical shock	H	4. Major: Fatality or number of disabilities	4	4	1	16	Inspection of tools conducted and repaired	60	6.4	Classified electrical inspector
30	Working with high voltage	Exposure to high voltage	Contact with high voltage causing burns and fatality	S	4. Major: Fatality or number of disabilities	4	4	1	16	Lock out system in place	60	6.4	Health and Safety Officer
31	Use of electric grinder	Exposure to noise	Noise causing NIHL to operators	H	3. Moderate: Disability injury or occupational illness	3	4	1	12	Sign for noise zones provided. Operator must be Trained	60	4.8	Supervisor
33	Electrical installation	Use of defective electrical tools	Contact with live cables or supplies can result in serious burns and or death	S	3. Moderate: Disability injury or occupational illness	3	4	1	12	Ensure all electrical installation is conducted by a competent person. Keep records of certificates electricians.	60	4.8	Classified electrical inspector
34	Driving	Exhaust excessive air pollutants	Air pollution	E	2. Minor: Short-term ecological impact. requires intervention	2	3	1	6	Vehicles are scheduled for servicing and pretrip authorization implemented to restrict the employees from misuse.	60	2.4	Transport Officer
35		Driver fatigue	Driver fatigue can result in serious incidents causing fatalities	S	4. Major: Fatality or number of disabilities	4	3	1	12	Train employees on fatigue management and ensure they rest for every 200 kilometers.	60	4.8	Health and Safety Officer

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36		Poor road maintenance	Poor road maintenance increases chances for fatal accidents	S	4. Major: Fatality or number of disabilities	4	3	1	12	Develop a route to be travelled document (this provides alternative routes and in case of major strikes)	60	4.8	Health and Safety Officer
37		Poor vehicle maintenance	Poor service of vehicles can lead to fatal incidents	S	4. Major: Fatality or number of disabilities	4	3	1	12	Provide servicing of vehicles and records must be kept on file	60	4.8	Site Manager
38		Driving across residential areas	Excessive speed may cause serious accidents	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Conduct road safety toolbox talk which includes the risk of speeding	60	3.6	Health and Safety Officer
39	Running water on the street	Can cause road slippery	Cause tripping and falling	S	2. Minor: Minor injuries or exposure requiring medical attention	2	3	1	6	All water leakages to be fixed	60	2.4	Health and Safety Officer
40	Severe weather events	High winds conditions causing roofs to collapse	Severe injuries, cuts and wounds	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Document and implement an emergency procedure for emergency scenario	60	3.6	Health and Safety Officer
41		Rain inundation resulting in unsafe electrical wiring which leads to fire	Injuries, burns and property damage	S	2. Minor: Minor injuries or exposure requiring medical attention	2	3	1	6	Document and implement an emergency procedure for emergency scenario	60	2.4	Health and Safety Officer
42		Cold weather	frostbite and hypothermia	S	1. Insignificant: First aid treatment required	1	3	1	3	Document and implement an emergency procedure for emergency scenario	60	1.2	Health and Safety Officer
43		Heavy rains, with thunderstorm and lightning	Lightning strikes resulting in long term disablement or death	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Document and implement an emergency procedure for emergency scenario	60	3.6	Health and Safety Officer
44	Erection of offices and eating area	Falling from Roof	May lead to injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Double safety harness to be worn by all employees while working at heights. Safety harness to be fastened to a solid structure/ life-line while working at heights	60	3.6	Health and Safety Officer
45	Placing and storage of flammable liquids and gas	Incorrect placing and failer to secure	May leads to theft and injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Flammable liquids and gas will be placed 6m from store and offices, ensuring adequate space given between gas store and flammable liquid store	60	3.6	Health and Safety Officer

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46	Fence erection	Public access Safety of site camp and people	Theft	PD	3. Medium Cost between 30000 & 80000	3	3	1	9	Erect fence to protect site and people working at the offices Control the public from entering the site Green netting to be erected on the inside of the fence line to protect the public from seeing what is inside the site camp	60	3.6	Health and Safety Officer
47	Stacking and storing of materials.	Incorrect manual handling	May leads to injuries	S	2. Minor: Minor injuries or exposure requiring medical attention	2	3	1	6	Personnel to bend with their knees when lifting not their back and have good communication of where to store the materials	60	2.4	Health and Safety Officer
48	Levelling of ground at the site offices	Removal of habitants plants	Degradation of the environemnt	E	2. Minor: Short-term ecological impact. requires intervention	2	3	1	6	No indigenous plants or trees to be removed without consultation with the Client	60	2.4	Health and Safety Officer
49	Psychological Impact	Poor management pressure Mental Stress Heat Stress	May leads to illnesses	H	3. Moderate: Disability injury or occupational illness	3	3	1	9	Contractor to ensure that workers are not over worked as this exercise will have a negative impact on their health and production Contractor to have policies in place on heat stress and ensure that such policies are implemented and maintained on site	60	3.6	Health and Safety Officer
50	Ergonomic Hazards	Confine work space Poor lighting	May leads to injuries and illnesses	SH	3. Moderate: Disability injury or occupational illness	3	3	1	9	Supervisor must ensure that during task execution, workers are not working too close to each other Ensure that correct safety glasses are provided to prevent too much sunshine that will lead to eyestrain	60	3.6	Health and Safety Officer
51	Confined Space Entry	Working without safety risk protocols and Method Statements	Occupational illness	H	3. Moderate: Disability injury or occupational illness	3	3	1	9	The use of correct PPE and Training. Full time Supervisor	60	3.6	Health and Safety Officer
52	Excavation by TLB	Personnel working in close proximity to the earth-moving equipment while operational - operators are unsighted	May leads to crushes and injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Operator must have un-obstructed vision. Personnel to be kept well clear of operational machinery by posted flagmen & everyone to wear reflective safety vests. Barricading & warning signs to be placed in visible positions	60	3.6	Health and Safety Officer
53	Excavation by hand	Lack of working space - Overcrowding	May leads to crushes and injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Clear space amongst each and every personnel is needed. Communication amongst team members is important	60	3.6	Health and Safety Officer

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54	Loading tipper trucks using excavator or TLB	Over-loading of tipper-trucks	Collapse of tipper truck - May lead to fatality or injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Operators & supervisors to insist that over-loading does not take place	60	3.6	Health and Safety Officer
55	Hauling of material by Tipper Trucks	Trucks discharge their loads on uneven surfaces, alongside steep embankments or in the incorrect positions	Collapse of tipper truck - May lead to fatality or injuries	S	4. Major: Fatality or number of disabilities	4	3	1	12	A spotter to be visibly positioned to guide the trucks into the correct discharge positions. Under no circumstances is the operator to tip without a signal from the spotter	60	4.8	Health and Safety Officer
56	Compacting by a Roller	Leaving the vehicle parked on a slope without wheel choke-blocks position.	Collapse of vehicle - May lead to fatality or injuries	S	4. Major: Fatality or number of disabilities	4	3	1	12	Vehicles to be parked in a safe area with wheels chocked by means of two stop blocks	60	4.8	Health and Safety Officer
57	Watering by Water cart	Leaving the vehicles unattended with doors unlocked and/or with keys not safe-guarded.	Unauthorized people operation the plant which may lead to accident	S	4. Major: Fatality or number of disabilities	4	3	1	12	Each appointed authorized operator will be responsible for locking-out his vehicle & safe-guarding his keys when leaving the vehicle unattended.	60	4.8	Health and Safety Officer
58	Road crossing operation	Unapproved Traffic management plan - Generic plans	May leads to incompetent person leading Traffic accommodation - Accidents might occur	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	The contractor must appoint a competent traffic officer Road closure/ crossings must be approved by the Client Agent before work is carried out	60	3.6	Health and Safety Officer
59	Positioning of Safety Signs	Signs not visible to oncoming traffic can lead to confusion of driver Not warning oncoming traffic of work ahead / blind spots	May leads to accidents	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Road closure signages to be displayed according to the traffic plan Correct road closure signs to be displayed and be in good condition All signages must have a retroreflective material for night The contractor must ensure there are enough signs to warn motorist even of the blind spot on site	60	3.6	Health and Safety Officer
60	Traffic Control -Flagmen's	Incompetent flag personnel Damaged Flags	May leads to accidents	S	4. Major: Fatality or number of disabilities	4	3	1	12	Traffic safety officer to ensure that people assigned for traffic monitoring undergo training No flag personnel to leave post without informing his/ her supervisor for a replacement Traffic officer to ensure that flags are always in good condition and clean	60	4.8	Health and Safety Officer

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61	Communication	Unclear communication signal	May lead to incorrect information provided to team members which may lead to accidents	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	The contractor must ensure that where controllers are unable to see each other, two ways radios are in place	60	3.6	Health and Safety Officer
62	Asphalt / Bituminous works	Heat exposure from hot asphalt/bitumen Fumes from bituminous materials Burns from contact with hot mix	Burns, respiratory illness, eye irritation	S,H	4. Major: Fatality or number of disabilities	4	3	3	36	Review MSDS for all bituminous materials. Provide appropriate PPE: heat-resistant gloves, face shield, respiratory protection. No standing directly behind paving machine.	60	14.4	Health and Safety Officer
63	Kerb, channel & concrete works	Manual handling of kerb stones and concrete materials Slipping on wet concrete surface Cement/concrete skin contact	Musculoskeletal injuries, skin burns from cement, slip and fall	S,H	3. Moderate: Disability injury or occupational illness	3	3	3	27	Correct manual handling techniques (lift with legs, team lifts for heavy items). Waterproof gloves and protective clothing when working with concrete.	60	10.8	Health and Safety Officer
64	Road milling / scarifying operations	Flying debris from milling machine Dust generated during milling Workers in close proximity to milling machine	Eye injury, respiratory illness, crush injuries	S,H	4. Major: Fatality or number of disabilities	4	3	3	36	Establish exclusion zone around milling machine during operation. All workers to wear dust masks, safety glasses and hard hats. Operator to have clear line of sight; banksman to be appointed. Water suppression/dust control measures in place. SWP for milling works developed and workers inducted.	60	14.4	Health and Safety Officer

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65	Open excavations/ trenches	Children playing and falling into open trenches Incompetent Excavation Supervisor Excavation collapses No daily inspections conducted Missing excavation registers Lack of shoring	May leads to injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Adequate barricading to be erected & maintained OR; All open trenches to be backfilled after shift Flag personnel to be posted to monitor and control any movement (crossing of street and work area) by children or public Excavation supervisor to inspect all trenches before any work commences Proper backfilling and with proper compaction of driveways Operator and supervisor to see to it that safe working procedures is followed Trenches to be adequately barricaded Proper shoring required as per standard	60	3.6	Health and Safety Officer
66	Road crossing by employees	Workman in road may be hit by oncoming traffic	May leads to injuries and fatalities	S	4. Major: Fatality or number of disabilities	4	3	1	12	Safety personnel to conduct daily inductions (toolbox talks, DSTI, SWP etc.) All employees to be instructed to stay away from traffic route. Employees to check traffic for safe crossing. Supervisor and safety personnel to make sure every employee is provided with reflective clothing and other relevant safety clothing	60	4.8	Health and Safety Officer
67	Stacking of excavated material	Incorrect stacking practice	Tripping and falling	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Excavated materials to be 1m away from the edge of the trench	60	3.6	Health and Safety Officer
68	Excavation by hand / machine	Incompetent Banksman / operator Unsafe practice	May leads to injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Competent banksman to be appointed for supervision Good communication skills to be practiced and maintained to prevent any injuries form occurring	60	3.6	Health and Safety Officer

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69	Barricading (Orange Netting Only)	Inadequate barricading Faded barricading equipment Monitoring of barricaded area Maintenance of barricades	Public may fall onto excavations	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Supervisor must make sure all areas that need to be barricaded is properly closed by netting is used Clear signs must direct the public not to enter into barricaded area Faded barricades must be replaced with clear visible netting There must always be a personnel who monitors the netting and when damaged, it must be replaced immediately All broken netting or danger tape must be immediately erected/ installed Barricading must be always maintained if poles are falling or leaning down. Barricaded areas must be monitored all the time to avoid persons from entering the barricaded area and get hurt	60	3.6	Health and Safety Officer
70	Loading and Off-loading of material	Obstacles on ground may cause tripping and falling with the load on top of employee Materials may dislodge, causing employee to fall	May leads to IOD	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Ensure that the laydown area is free of obstacles and large enough to stack material being offloaded in an orderly way Employees are not allowed to climb on material that has been stacked and should always handles material on top of a stack first If it is required to climb on top of the stack, it is done in a controlled, safe manner Driver of a truck and loading supervisor to come to an agreement as to what get loaded where, also taking into consideration the weight distribution and requirements of the statutory laws applicable. Determine the weight of individual items and engage sufficient workers to load the material or equipment onto the back of the truck in an orderly way Workers may injure their backs if load are too heavy for them. Dropping of load because of its weight All employees to be inducted regarding the use of PPE and its maintenance Employees to be inducted in the importance of good housekeeping and what a safe workplace should look like Employees to be instructed not to climb on top of the stacks	60	3.6	Health and Safety Officer

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71	Biological agents	Exposure to biological agents	May leads to injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Personnel exposed to biological agents to undergo a exposure-specific medical examination by an Occupational Health Doctor or Nurse. Also, Tetanus vaccination must be taken accordingly.	60	3.6	Health and Safety Officer
72	Waste control register	Illegal dumping of waste	May leads to fines issued	E	2. Minor: Short-term ecological impact. requires intervention	2	3	1	6	Waste material must be disposed at off at a registered dumping site	60	2.4	Health and Safety Officer
73	Housekeeping	Poor Housekeeping	May leads to injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Site Manager, Safety Officer and Supervisor to ensure that materials are removed from the working area after use and stacked neatly in a barricaded/designated area for removal off site.	60	3.6	Health and Safety Officer
74	Public Safety Considerations	Inadequate provisions for public safety.	May leads to injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Provision of safety signage and barricading	60	3.6	Health and Safety Officer
75	Allocation of site facilities & amenities	Inadequate/absent facilities for employee welfare	May leads to illnesses	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Abblution facilities to be provided for personnel on site. Provisions to cater for bother genders on site	60	3.6	Health and Safety Officer
76	Chemical	Exposure to vapors from paint which will be exacerbated by ambient heat Unauthorised use of road marking vehicle Defective or poorly maintained equipment	May leads to injuries and illness to employess and the public	S	4. Major: Fatality or number of disabilities	4	3	1	12	Review of Safety Data Sheets for all paints. Skin protection as needed Correct PPE to be used at all times Valid driver's licence All equipment must be regularly serviced by a competent person Safe working procedures must always be observed	60	4.8	Health and Safety Officer
77	Working over or next to the water	Drowning and flooding	Fatalities at work and or lack of conciousness	S	4. Major: Fatality or number of disabilities	4	3	3	36	Evaluate the depth of the water Put necessary measures in place barriers signage, life belts safety harness When working next to the river/ harbour/dam edge erect life line serving device and barriers to protect workers, vehicle and the public Only trained and competed person to be used	60	14.4	Health and Safety Officer

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78	Concrete pipes off-loaded from truck and placed in storage near job	Placing on slopes may lead to runaway Unhooked stacking may lead to collapse and runaway	Damages	S	3. Moderate: Disability injury or occupational illness	3	3	3	27	Place chocks Place timber spreaders. Risk assessment Procedures Awareness	60	10.8	Health and Safety Officer
79	Off-loading utilizing lifting machine (e.g. crane or backacter)	Dropping of load due to incorrect slinging and breaking of sling Machine capsizing or falling into excavation Workers/equipment struck by swinging load	Damages od materials	PD	4. High Cost between 80000 & 200000	3	3	3	27	Slinging only be competent person Regular in section, maintenance and replacements to be done Placement or positioning of machine before commencing of task and supervision during work by competent person Lifting and moving of loads only be competent person	80	5.4	Health and Safety Officer
80	Positioning of trucks to load and offload	Trucks colliding Trucks striking person / structure etc whilst reversing	Fatalities at work and or lack of conciousness	S	4. Major: Fatality or number of disabilities	3	3	3	27	Guide to assist with reversing Reversing alarms Reversing alarms fitted	60	10.8	Health and Safety Officer
81	Stacking of materials	Incorrect stacking practice	Collapse of stacks, resulting in injuries	S	3. Moderate: Disability injury or occupational illness	2	3	1	6	Developed SWP for stacking and communicated	60	2.4	Health and Safety Officer
82	Traffic accomodation	Signboards are clean and in good condition before placing them in position. Not being visible Confusion of driver	Injury, accident Damage to property	S	4. Major: Fatality or number of disabilities	3	3	4	36	Employees to be inducted in positioning and maintenance of signage boards	60	14.4	Health and Safety Officer
83	Accessing the site using construction vehicles or walking to site. Delivering of equipment and material to the site	Excessive speed, head on collusion, employees knocked by moving vehicles. Road blocked off due to community protest. Manual Handling and excessive lifting	Accidents, damage to equipment or severe injuries or death Back injuries	S	3. Moderate: Disability injury or occupational illness	3	3	4	36	Clear driving procedure must be issued and communicated during internal Training. Site access plan communicated	60	14.4	Health and Safety Officer

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84	Mechanical excavation Stockpiling	Incompetent operator Open excavation Dust Poor stockpiling Operating mobile plant next to open excavation	Personal injury/amputations Respiratory problem Obstruction of walkways	S	4. Major: Fatality or number of disabilities	3	4	3	36	SWP establishment and Training	60	14.4	Health and Safety Officer
85		Machine running out of control	Property damage	PD	4. High Cost between 80000 & 200000	3	4	3	36	Comptency and SWP. Communication	60	14.4	Health and Safety Officer
86	Pedestrian and public safety	The current route has inadequate provisions or facilities for safe pedestrian movements public safety	May leads to injuries	S	3. Moderate: Disability injury or occupational illness	3	3	1	9	Upgrades and provision of safe pedestrian routes	80	1.8	Health and Safety Officer
87	Pouring of concrete by ready mix truck/mixing of concrete	Unsafe access to site and reckless driving. Sharp steel edges. Concrete lodge into	Ready mix truck capsizing/sinking. Personal injuries. Body cuts.	S	3. Moderate: Disability injury or occupational illness	3	4	3	36	Comptency and SWP. Communication	60	14.4	Health and Safety Officer
88	Waste removal/Rubble	Waste disposal on site or close proximity of the site Burying of waste on site or close proximity of the site A "Letter of Undertaking" not signed between the client and waste removal company [where applicable	Noncompliance to environmental legislation and client requirements	E	1. Insignificant: Low impact natural rehabilitation.	3	2	2	12	A "Letter of Undertaking" must be signed between the contractor and waste removal company [when required] Comply with legislation and procedures for the management of waste Waste should only be disposed off at a registered dumping site A copy of such dumping site registration must be filed on the health and safety system A manifest before dumping should be compiled A return manifest from the register	60	4.8	Health and Safety Officer

Contractor


Witness 1

Witness 2

Employer

Witness 1

Witness 2

Baseline risk assessment undertaken in terms of Construction Regulation 5(1) to identify the operational risks to be addressed by the project specific health and safety specification													
Client name: Bela-Bela Local Municipality Project name: Rehabilitation of Meininger Street (Ward 1) Contract No: 9/3/1/437 Risk assessor: Andile Sibande Assessment date: 25 May 2026													
1. Ref	2. Activity	3. Identified Hazard	3. Impact/Risk	4. Risk type (S,H,E, PD)	5. Severity with specific description as per Type of Risk	5.1 Severity	6. Probability	7. Exposure	8. Raw Risk Score	9. Current Controls Mitigation	10. Effectiveness of Controls	11. Residual Risk	12. Responsible Person
89	Asbestors material onsite	Use of unqualified persons or companies to perform the assessment. The Assessors had no formal training in occupational hygiene and asbestos. Assessors have no recognized previous experience in asbestos investigations or had not worked under a qualified person or accredited Authority	May lead to occupational illness	H	3. Moderate: Disability injury or occupational illness	3	2	3	18	All persons who are employed to identify, evaluate asbestos, asbestos material or asbestos containing material need to understand that they have a duty of care to those persons who could or would use the information they provide	60	7.2	Health and Safety Officer
90	Work after dark and working hours	Work fatigue. Lack in concentration .Poor lighting or zero light Emergencies Criminal activities. Driving Road condition	May leads to occupational injuries	S	2. Minor: Minor injuries or exposure requiring medical attention	3	2	3	18	No work at heights or climbing is allowed after dark. Emergency contact numbers must be available for emergencies. Awareness must be raised on site and the use of artificial light should be used to check surroundings.Where reasonably practicable, work after dark should be limited and properly managed. Emergency work or call out work shall be regarded as work performed by employees after normal ordinary hours of workReduce	60	7.2	Health and Safety Officer
91	Pipe jacking	Ground conditions Confined space/tunnel environment Man/machine interface Stored energy Material usage Working at height/depth Lifting operations Occupational health Issues	May leads to fatalities and damage to property. Harmful gassess maybe released. Ground may collapse	S	4. Major: Fatality or number of disabilities	4	3	3	36	Face stabilisation. Monitor and control rate of advance/ excavation / ground movement and surface settlement. Manage/control water ingress. Ventilation. Non intrusive surveys. All required permit must be issued. Only comptent people are allowed to work in confined spaces. restrict access and communicate the emergency response plan	60	14.4	Health and Safety Officer

Contractor


Witness 1

Witness 2

Employer

Witness 1

Witness 2

Baseline risk assessment undertaken in terms of Construction Regulation 5(1) to identify the operational risks to be addressed by the project specific health and safety specification Client name: Bela-Bela Local Municipality Project name: Rehabilitation of Meininger Street (Ward 1) Contract No: 9/3/1/437 Risk assessor: Andile Sibande Assessment date: 25 May 2026													
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92	Snake bites	Long grass and snake habitats such as ponds	People trying to handle or kill snakes onsite	S	2. Minor: Minor injuries or exposure requiring medical attention	2	3	1	6	Maintain clean yards and surrounding tp reduce the mice population. Ensure long grass is cut back. Ensure an action plant is ready should snakebite occur	80	1.2	Health and Safety Officer
93	Environment mandatory requirement	Possible major environmental incident due to non-compliance to environmental legislation	Noncompliance to environmental requirements	E	2. Minor: Short-term ecological impact. requires intervention	3	3	3	27	Toilet must be on site for duration of construction work [Toilet must be cleaned] If possible Will make use of clients ablation by arrangement Fire extinguisher must be on site for the duration of the construction work [At least 2.5 kg dry power] Precautions must be taken to ensure that all waste is removed from site [No waste shall be buried on site] Where the possibility exists of liquid spillage a drip tray must be on site	60	10.8	Health and Safety Officer
94	Blasting of rock	Intentions of blasting not announced. No prior written permission for blasting. Transportation, storage and use of explosives. Damage to or stone and debris. Damage tobuildings	May leads to fatalities/injuries and property damage	S	2. Minor: Minor injuries or exposure requiring medical attention	4	3	3	36	Comply with legislation	60	14.4	Health and Safety Officer

Contractor


Witness 1

Witness 2

Employer

Witness 1

Witness 2

Baseline risk assessment undertaken in terms of Construction Regulation 5(1) to identify the operational risks to be addressed by the project specific health and safety specification													
Client name: Bela-Bela Local Municipality Project name: Rehabilitation of Meininger Street (Ward 1) Contract No: 9/3/1/437 Risk assessor: Andile Sibande Assessment date: 25 May 2026													
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95	Lifting equipment	Overturning Plant and equipment failure Operator error Incorrect slinging People hit by load Object struck by rotation of separation units when being erected	May leads to fatalities/injuries and property damage	S	4. Major: Fatality or number of disabilities	4	3	3	36	Lifting plan must be in briefed to all involved before any lifting takes place The lifting area must be separated by an Exclusion Zone and all people shall stay clear from suspended loads and boom collapse projection. No personnel in shaft when lowering any loads Lifting equipment to be certified and visually checked before use. Competent Slinger/ Signaller to control all basic lifting operations. For standard operations ie lifting jacking rig / TBM /mud plant a Lift Supervisor must coordinate and supervise lifting activities Good communication between Slinger and Operator. Crane daily inspection register (C & certificates in date. Lifting Plan complete covering lifting operations with specific machine. Slinger / Signaller will be identified through orange vest and hard hat. Lifting accessories in date and registered. Weekly lifting equipment inspections completed and recorded	60	14.4	Health and Safety Officer
96	Using of ladder	Missing damage, or loose rungs. Cracked, bended, loose nails or crews Ladder unstable due to worn hinges, broken or missing spreaders Ladder castors wheels worn, brakes unserviceable and platform damaged Ladder extension ropes worn or locks broken Non-slip devices missing or worn Wooden ladders painted and hide defaults Ladder not identified for inspection Working from a ladder next to an elevated position Persons walking into the ladder whilst working Performing work from the top ladder rung	Falling from an elevated position	S	3. Moderate: Disability injury or occupational illness	4	3	3	36	All ladders must be identified All ladders must be inspected according to the inspection register, as required. Copies of such inspections will be kept on site in the HSE File on site Where a possibility exists of persons bumping into the ladder whilst working, the working area must be demarcated. Safe Work Instruction must be compiled for all ladder operations	60	14.4	Health and Safety Officer
97	Sign-off by Construction Health and Safety Agent This serves as confirmation that I, Andile Sibande, have developed this baseline risk assessment in terms of Construction Regulation 5(1)(a) and that the results were duly taken into consideration during the development of the project specific occupational health and safety specification developed in terms of Construction Regulation 5(1)(b). Signature ----- Date -----												

Contractor

Witness 1

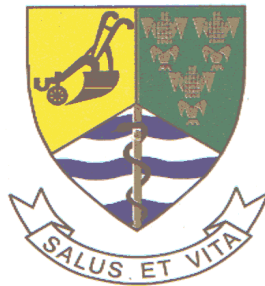
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/437 REHABILITATION OF MEININGER STREET (WARD 1)

C5 DRAWINGS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.1 Contract Drawings

CIVIL ENGINEERING:	
BK0218-C-RD-01	BOOK OF DRAWINGS: COVER, LIST OF DRAWINGS, LOCALITY AND LAYOUT
BK0218-C-RD-02	PLAN VIEW LAYOUT: MEININGER STREET CH+0.00 TO +294.00
BK0218-C-RD-03	CONSTRUCTION SIGN BOARD

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2