

CONTRACT NO. ZNB00705/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON L2135 FROM KM 4+000 TO KM 14+000 & L2785 FROM KM 1+000 TO KM 2+500 IN THE ESTCOURT AREA

GRADE: 4 OR HIGHER

Name of Tenderer:	 	

This tender closes at 11:00 on 16 November 2021 at the offices of the Department of Transport, Ladysmith Region, located at 12 Hyde Road, Laydsmith,3370

LATE SUBMISSIONS WILL NOT BE CONSIDERED

Issued by:

The Department of Transport 12 Hyde Road LADYSMITH 3370

Contact Name: Mr M.L. Xaba Telephone: 036 352 3185 Prepared by:

The Department of Transport 1 Old Main Road ESTCOURT 3310

Contact Name: Mr P.P Shezi Telephone: 036 352 3153





PROVINCE OF KWAZULU-NATAL DEPARTMENT OF TRANSPORT

CONTRACT NO. ZNB00705/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON L2135 FROM KM 4+000 TO KM 14+000 & L2785 FROM KM 1+000 TO KM 2+500 IN THE ESTCOURT AREA

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T1.2	Tender Data	Pink
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C1.2	Contract Data	Yellow
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	Health and Safety Act No. 85 of 1993	White
C1.5	Retention Money Guarantee	White
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C4.1	Locality Plan	Green
C4.2	Example of Contract Signboard Details	Green
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C4.4	Conditions on Site: Materials Information (delete if not required)	Green
C4.5	Traffic Information (delete if not required)	Green
C4.6	Any other relevant technical reports (delete if not required)	Green

DOCUMENT CHECKLIST

This document checklist is provided to assist the Tenderer.

		ITEMS	CHECKED
1		Returnable Schedules in Section T2.2	
2		Correct Tender Offer carried forward to C1.1 Form of Offer and Acceptance and the Form of Offer duly completed and signed	
3		Bill of Quantities:	
	i)	Completed in legible INK only	
	ii)	Corrections crossed out and initialled	
4		Contract specific data provided by the Contractor	

PART T1: TENDERING PROCEDURES

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T1.1	TENDER NOTICE AND INVITATION TO TENDER	T4
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PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be downloaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson Bid Appeals Tribunal Private Bag X9082 Pietermaritzburg 3200

FAX NO.: 033 897 4501

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO. ZNB00705/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON L2135 FROM KM 4+000 TO KM 14+000 & L2785 FROM KM 1+000 TO KM 2+500 IN THE ESTCOURT AREA

The Province of KwaZulu-Natal, Department of Transport, invites tenders from contractors, experienced in roadworks, for the Regravelling on L2135 & L2785 Roads in Estcourt Area.

This project is in the province of KwaZulu-Natal in the district municipality of uThukela and local municipality of Inkosi Langalibalele. The duration of the project is 4 months.

Only tenderers that satisfy the eligibility criteria stipulated in clause C.2.1 of the Tender Data are eligible to have their tenders considered.

It is estimated that tenderers must have a CIDB contractor grading designation 4CE or higher.

Preferences are offered to tenderers who comply with the requirements stipulated in clause C.3.11.1 of the Tender Data.

Tender documents will be available as from **18 October 2021** during working hours (i.e., **08:00 to 15:00 Monday to Friday**) until **11 November 2021** at 15:00 prior to the Closing date. The physical address for collection of tender documents is: Department of Transport, Ladysmith Region, 12 Hyde Road Ladysmith,3370

Free download of tender documents will be available on the www.kzntransport.gov.za and payable in cash or by bank guaranteed cheque made out in favour of 'Province of KwaZulu-Natal' is payable if you wish to physical collect the tender documents.

Queries relating to this tender may be addressed to:

Bidding procedure enquiries:	Technical enquiries:
Mr. B. Magwaza	Mr. M. Xaba
Telephone: (036) – 638 4400	Telephone: (036) 352 3185
E-mail: Bongani.Magwaza@Kzntransport.gov.za	E-mail: Malusi.Xaba@Kzntransport.gov.za

Due to risk associated with COVID 19 pandemic and National Lockdown please note that there will be no clarification meeting for this project. Refer to the attached briefing note.

The closing time for receipt of tenders is 11:00 on Thursday 16 November 2021 Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

CLARIFICATION MEETING VENUE PLAN (NOT APPLICABLE REFER TO BRIEFING NOTE)

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender contained in Annex C of the Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts, published in Government Gazette No. 42622 dated 8 August 2019.

The standard conditions of tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between the tender data and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
C.1.2	The Tender Documents consist of the following:
	(a) This Project Document , which contains the following:
	PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data
	PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules
	PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights
	PART C2: PRICING DATA C2.1 Pricing Assumptions C2.2 Bill of Quantities
	PART C3: SCOPE OF WORK C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications
	PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details C4.3 Existing Services Report (delete if not required) C4.4 Conditions on Site: Materials Information (delete if not required) C4.5 Traffic Information (delete if not required) C4.6 Any other relevant technical reports (delete if not required)
	(b) Drawings (issued separately by the Employer).
	(c) 'General Conditions of Contract for Construction Works, Third Edition (2015)'

Clause	Data
Number	issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy.
	(d) 'Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020). This document is obtainable separately and Tenderers shall obtain their own copy.
	(e) 'Occupational Health and Safety Act No. 85 of 1993', 'Occupational Health and Safety Amendment Act No. 181 of 1993', and the 'Construction Regulations, 2014' (Government Notice No. R. 489 published in Government Gazette No. 40883 of 2 June 2017,)'. These documents are obtainable separately and Tenderers shall obtain their own copies.
	(f) 'Construction Industry Development Board Act No. 38 of 2000' as amended and the 'Regulations in terms of the Construction Industry Development Board Act No. 38 of 2000' (Government Notice No. R. 692 published in Government Gazette No. 26427 of 9 June 2004, as amended).
	In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.
C.1.4	The Employer's Agent is:
	Name of the firm: Contact person: Telephone: O36 352 3153 Fax: 036 352 5484 E-mail: Department of Transport O36 352 3153 Philani.shezi@kzntransport.gov.za
C.2.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders.
	(a) CIDB registration
	Only those tenderers who are registered with the CIDB, at close of tender, in a contractor grading designation equal to 4CE or higher than a contractor grading designation determined in accordance with the sum tendered, for a CE class of construction work, are eligible to have their tenders evaluated. Compiler: include wording in green for construction works over an agreed number of years, which are "as and when required" or of a routine nature, in which case the value of the contract shall be taken as its annual value to determine the contractor grading designation.
	Only contractors whose CIDB status is "Active" at the time of evaluation will be considered for further evaluation. Contractors whose status is "Suspended" or "Expired" will not be considered for evaluation and will be disqualified from the bidding process.
	Joint ventures are eligible to submit tenders provided that: (i) every member of the joint venture is registered with the CIDB; (ii) the lead partner has a contractor grading designation in the 4CE class of construction work; or not lower than one level below the required grading designation in the class of construction work under consideration and possesses the required recognition status; and (iii) the combined contractor grading designation calculated in accordance with the
	Construction Industry Development Regulations is equal to or higher than a contractor

Clause Number	Data
	grading designation determined in accordance with the sum tendered for a 4CE class of construction work, or a value determined in accordance with Regulation 25(1B) of the Construction Industry Development Regulations. Compiler: include wording in green for construction works over an agreed number of years, which are "as and when required" or of a routine nature, in which case the value of the contract shall be taken as its annual value to determine the contractor grading designation.
	(b) Central Supplier Database
	Tenderers, or in the event of a joint venture, each member of the joint venture, must be registered on the Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement, will be considered non-responsive.
	Prospective suppliers should self-register on the CSD website www.csd.gov.za.
	(c) Local production and content of goods (Returnable Schedule D - SBD 6.2)
	Only locally produced goods or locally manufactured goods for construction meeting the minimum threshold for local production and content as stipulated in Returnable Schedule D - SBD 6.2 will be considered.
C.2.7	The arrangements and venue for the compulsory Clarification Meeting are: N/A
	Venue: Department of Transport: Estcourt Area Office Date: N/A
	Contact person: Mr P.P Shezi
	Telephone: 036 353 3153 Fax: 036 352 5484
	E-mail: Philani.shezi@kzntransport.gov.za
C.2.10	All Tenderers that are registered for Value Added Tax (VAT) with the South African Revenue Service (SARS) must include VAT in their tender offer.
C.2.11	The tenderer shall not retype the tender document.
	Any tender submitted using a document that has been retyped shall be considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.
C.2.12	The requirements are as described in clause A2.1.4.2'ALTERNATIVE DESIGNS' of the 'COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020 edition)'.

Clause Number	Data		
C.2.13	 C.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tende documentation may be used, but an original signature must appear on such photocopies. C.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: 		
	Location of Tender Box: Outside the Foyer, KZN Department of Trans	port	
	Physical Address: Ladysmith Regional Office, located at 12 Hyde Road, Ladysmith, 3370		
	Identification Details: Contract No. ZNB00705/00000/00/EST/INF/2	1/T	
	C.2.13.6 A two-envelope system will be followed.		
C.2.15	The closing time for submission of Tender Offers is: 11:00 on 16 November 2021		
	Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tend accepted.	ers will not be	
C.2.16	The tender offer validity period is twenty-four (12) weeks, calculated from closure.	the date of bid	
C.2.18	The tenderer must submit to the Employer the names of all management and that will be employed to supervise the labour-intensive portion of the worl satisfactory evidence that such staff members satisfy the eligibility requirements. Returnable Schedule H).	ks together with	
C.2.19	Access shall be provided for inspections and testing by personnel acting of Employer.	on behalf of the	
C.2.23	The certificates as required in the Returnable Schedules and Forms must be party to a consortium / joint venture.	provided with the	
C.3.4	The time and location for opening of the tender submissions are: Time: 11:00 Date: 16 November 2021		
	Location / Venue: Ladysmith Region, 12 Hyde Street , Ladysmith, 3370		
C.3.5	A two-envelope system will not be followed.		
C3.11.1	The evaluation of tender offers will be based on, price and preference in according Preferential Procurement Regulations 2017, as amended.	ordance with the	
	The scope of work for this contract is classified in the following table		
	Please mark appropriate:	YES / NO	
	Simple/straightforward/routine work - where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.	YES	
	Complex work - characterised by requirements for higher levels of skills, greater resources or not well-defined inputs and outputs. (if this	NO	
	evaluation criteria is selected please include functionality)		
	Specialist work - requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact. (if	NO	
	this evaluation criteria is selected please include functionality)		

Clause Number	Data				
	(a) Price and preference				
	Tenders will be evaluated on price and preference in accordance with the Preferential Procurement Regulations, 2017.				
	Preference points must be claimed using Returnable Schedule D - SDB 6.1 in accordance with the tenderer's B-BBEE status level of contributor. The tenderer's B-BBEE Status Level Verification Certificate must comply with the requirements of Returnable Schedule E and be submitted as an attachment to the returnable schedule.				
	<u>Total Score for Price and Preference</u> The points scored for a Tenderer in respect of Price will be added to the points scored in respect of Preference. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.				
C.3.13	(e) The legal requirements for acceptance of the tender offer are:				
	(i) Tender Defaulters Register - the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.				
	(ii) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract.				
	(iii) Declaration - the Tenderer has indicated and declared whether a spouse, child or parent of the Tenderer is in the service of the State.				
	(iv) Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria:				
	 having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; having acted in a fraudulent or corrupt manner in obtaining this Contract; 				
	 having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; 				
	 having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; or having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. 				
	The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.				
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1) .				

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The following schedules and forms are contained in this document and are to be properly completed as required:

- (a) Returnable Schedules in T2.2.
- (b) C1.1 Form of Offer and Acceptance, C1.1.1: Offer, on page C3.
- (c) Contract Specific Data Provided by the Contractor in C1.2.3.
- (d) Pricing Data in C2.2: Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

Α	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T13
В	RECORD OF ADDENDA TO TENDER DOCUMENTS	T14
С	COMPULSORY ENTERPRISE QUESTIONNAIRE	T15
D	STANDARD BIDDING DOCUMENTS	T16
	SBD 1: INVITATION TO BID	T16
	SBD 4: DECLARATION OF INTEREST	T18
	SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (Not Applicable)	T22
	SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	T24
	SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	T28
	SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	T33
	SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	T35
E	B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	T39
F	CERTIFICATE OF AUTHORITY FOR SIGNATORY	T40
G	CONSTRUCTION EXPERIENCE	T41
Н	KEY PERSONNEL	T42
l	CONSTRUCTION EQUIPMENT	T45
J	PROPOSED SUBCONTRACTORS	T46
K	PARTICIPATION IN JOB CREATION USING LOCAL LABOUR	T47
L	HEALTH AND SAFETY DECLARATION	T49
М	DEVIATIONS AND QUALIFICATIONS	T50
N	SCHEDULE OF ALTERNATIVE TENDERS	T51
0	TECHNICAL PROPOSAL (Not Applicable)	T52

NOTE: The Tenderer is required to complete each schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is non-responsive.

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING (not applicable refer to briefing note)

This is to certify that (Tenderer)	
of (address)	
at the Department of Transport Area Office:	he compulsory clarification meeting held for all Tenderers Estcourt, 1 Old Main Road, Behind Bacon factory, ue Plan in Section T1.1) onTBC, starting at 10:00.
	vas to acquaint myself with the site of the works and / or the tender documents in order for me to take account of d prices included in the tender.
Particulars of person attending the meeting:	
Name:	Signature:
Capacity:	
Attendance of the above person at the meeting	is confirmed by the Employer's Agent, namely:
Name:	Signature:
Capacity:	Date and Time:
Depart	tmental Stamp

Any tender submitted that does not bear the signature of the Employer's Agent on this page shall be considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer. (Addenda can only be issued following approval from the Employer. The Employer's representative is not allowed to issue addenda to bidders without prior approval in terms of the SCM Delegations).

ADDENDUM NO.	DATE

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

<u>Failure to complete, sign and date this form or failure to acknowledge receipt of each Addendum issued shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.</u>

C. COMPULSORY ENTERPRISE QUESTIONNAIRE

	The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.				
Section 1: Nam	ne of enterprise:				
Section 2: VAT	registration number, if any:				
Section 3: cidb	registration number, if any:				
Section 4: CSD	number:				
Section 5: Part	iculars of sole proprietors and	d partners in partnership	os:		
Name*	Identity	y number*	Personal income tax number*		
* Complete only if s	ole proprietor or partnership and att	ach separate page if more tha	an 3 partners		
Section 6: Part	iculars of companies and clos	se corporations			
Company registra	tion number:				
Close corporation	number:				
Tax reference nur	nber:				
Section 7: SBD requirement.	4 issued by National Treasur	y must be completed fo	or each tender and be attached as a tender		
Section 8: SBD requirement.	6 issued by National Treasur	y must be completed fo	or each tender and be attached as a tender		
Section 9: SBD8 requirement.	issued by National Treasury	y must be completed fo	r each tender and be attached as a tender		
Section 10: SBD requirement.	9 issued by National Treasur	ry must be completed for	or each tender and be attached as a tender		
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.					
Signed		Date			
Name		Position			
Enterprise name		<u>'</u>			

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

D. STANDARD BIDDING DOCUMENTS

SECTION A INVITATION TO BID

SBD1

YOU ARE HEREE	<u> SY INVIT</u>	<u>TED TO TENDER FO</u>	R REQU	IREMENTS OF T	HE KV	<u>VAZULU-NATA</u>	L DEPARTMENT C	F TRANSPORT
BID NUMBER:	ZNB0070	05/00000/00/EST/INF/21	/Τ	CLOSING DATE:	16 Nov	ember 2021	CLOSING TIME:	11:00
		ACT NO. ZNB00705/000					LLING ON L2135 FR	OM KM 4+000 TO KM
		L2785 FROM KM 1+00						
		CUMENTS MAY BE	DEPOS	ITED IN THE BID				S)
Ladysmith Region	al Office	1			Mor	nday to Friday:	08:00 until 16:00	
12 Hyde Road					Und	er no circumsta	nces must suppliers	submit their Tender
Ladysmith					offe	rs/ responses to	the official whose r	name appears on the
3370					enq	uiries.		
00.0								
BIDDING PROCE	DURE E	NQUIRIES MAY BE	DIRECT	ED TO			IIRIES MAY BE DIF	RECTED TO:
		Mr. B. Magwaza			CON	NTACT		
CONTACT PERSO	ON				PER	RSON	Mr M.L. Xaba	
		036 - 638 4400			TEL	EPHONE		
TELEPHONE NUM	MBER				NUN	/IBER	036 352 3185	
		036 - 638 4402/65				SIMILE		
FACSIMILE NUMI						/IBER	036 352 5731	
E-MAIL ADDRESS	S	Bongani.Magwaza	@Kzntr	ansport.gov.za	E-M	AIL ADDRESS	Malusi.Xaba@k	zntransport.gov.za
SUPPLIER INFOR	RMATIO	N						
NAME OF BIDDE	R							
POSTAL ADDRES	SS							
STREET ADDRES	SS							
TELEPHONE								
NUMBER	C	ODE				NUMBER		
CELLPHONE								
NUMBER								
FACSIMILE								
NUMBER		ODE				NUMBER		
E-MAIL ADDRESS	S							
VAT								
REGISTRATION								
NUMBER				Г	1			
SUPPLIER		XX COMPLIANCE SY	SIEM			CENTRAL		
COMPLIANCE	PI	N:			OR	SUPPLIER	MAAA	
STATUS						DATABASE		
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B-BBEE STATUS LEVEL		TICK APPLI	ICABLE	BOX		BEE STATUS EL SWORN	[TICK APP	PLICABLE BOX]
VERIFICATION		☐ Yes		□ No		IDAVIT	☐ Yes	☐ No
CERTIFICATE		□ 163			AI I	IDAVII		
OLIVIII IOATE								
IA B-BBFF STA	TUS I F	VFI VERIFICATION	CERTI	FICATE/ SWORN	AFFI	DAVIT (FOR F	ME & QSE) MUS	T BE SUBMITTED IN
		R PREFERENCE PO						
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ACCREDITED						REIGN BASED		
REPRESENTATI\	/E					PPLIER FOR		
IN SOUTH AFRIC	A					GOODS	_	<u></u>
FOR THE GOODS	S	_	_			RVICES	□Yes	□No
/SERVICES		□Yes	□No			RKS		
/WORKS						ERED?	[IF YES, ANSWE	
OFFERED?		[IF YES ENCLOSE	PROO	F]	Ŭ.,		QUESTIONNAIR	E BELOW]
QUESTIONNAIRE	E TO BIE	DDING FOREIGN SU	PPLIER:	S				
IS THE ENTITY A	RESIDE	ENT OF THE REPUB	LIC OF	SOUTH AFRICA (RSA)?	'	☐ YES	□NO
		E A BRANCH IN THE		- · · · (, -		☐ YES	□NO
DOES THE ENTIT	ΓΥ HAVE	A PERMANENT ES	TABLISI	HMENT IN THE R	SA?		☐ YES	□NO
		ANY SOURCE OF I					☐ YES	□ NO
		N THE RSA FOR ANY					YES	□ NO
								A TAX COMPLIANCE GISTER AS PER 2.3

BELOW.

PART B 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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

THE BID INVALID.	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	
DATE:	

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER

SBD 4

DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

^{1&}quot;State" means -

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

2.7.	Are yo preser	YES / NO	
	2.7.1	If so, furnish the following particulars:	
		Name of person / director / trustee / shareholder/ member:	
		Name of state institution at which you or the person connected to the bidder is employed :	
		Position occupied in the state institution:	
		Any other particulars:	
	2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
	2.7.2.1	If yes, did you attach proof of such authority to the bid document?	YES / NO
		(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
	2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	truste	ou or your spouse, or any of the company's directors / es / shareholders / members or their spouses conduct ess with the state in the previous twelve months?	YES / NO
	2.8.1	If so, furnish particulars:	
2.9	any re emplo	u, or any person connected with the bidder, have lationship (family, friend, other) with a person yed by the state and who may be involved with aluation and or adjudication of this bid?	YES / NO
	2.9.1	If so, furnish particulars.	

2.10.	a\ ar w	ware ny o ho r	ou, or any person connected with the bidder, e of any relationship (family, friend, other) between other bidder and any person employed by the state may be involved with the evaluation and or adjudication is bid?	YES/NO
	2.10	.1.	If so, furnish particulars.	
2.11.	of t	ńе с	u or any of the directors / trustees / shareholders / members company have any interest in any other related companies er or not they are bidding for this contract?	YES/NO
	2.11	.1.	If so, furnish particulars:	

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)	
CERTIFY THAT THE INFORM CORRECT.	ATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE I	IS
	EJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 2 CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.	23
Signature	Date	
Position	Name of bidder	

SBD 5

This document must be signed and submitted together with your bid.

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30 % of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

- 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)
- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:
Name of bidder
Postal address
Signature Name (in print)
Date

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to 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 (a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. **DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price tenders, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black

economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

.2. B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE) (Gazette Vol. 630 No. 41287) Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,	

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name									
Trading Name (If Applicable):									
Registration Number									
Enterprise Physical Address:									
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):									
Nature of Business:	BEP (Built Environment Professional)	Contractor	Supplier						
Definition of "Black People"	Amended by Act No 46 means Africans, Colou (a) who are citize or (b) who became naturalisationis. I. before 27	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent;							
Definition of "Black Designated Groups"	attend an educational installed educational installed educational installed educational installed educational installed educational installed educational education installed education ed	black people not attending ucational institution and no stitution; who are youth as defined of 1996; who are persons with did Practice on employment he Employment Equity Activing in rural and under device.	veloped areas; be called a military veteran in						

Construction Sector Affidavit

Signat	ture of Commission	oner of Oaths			
0:					
Stamp	<u> </u>				
Stomm					
				Date:/	
				· -	
				Deponent Signature:	
				months from the date signed by commis	sioner.
			5.	The sworn affidavit will be valid for a	•
	represent in this r		-		
4.				affidavit and I have no objection to take to onscience and on the Owners of the Ente	
4					
	n 30% Black Owned			ement recognition level)	
	51% Black Owned 30% Black Owned	`		urement recognition level) urement recognition level)	
	lack Owned	,		rement recognition level)	
•	Please Confirm o	n the below tabl	e the B-BB	EE Level Contributor, by ticking the appli	cable box.
	R3,000,000.00 (3	•			aabla bay
				, (uu/iiiii/yyyy) tile aliilual Total Keve	nue was
•			•	, (dd/mm/yyyy) the annual Total Reve	
_	Professional Regulator appointed by the	Minister of Trade and Industry.		nent Accounts and other information availa	
		mount in the table above then this aff		· · · · · · · · · · · · · · · · · · ·	plicable a B-BBEF Verification
	Supplier		R3.0 millio	n	
	Contractor		R3.0 millio	n	
	BEP		R1.8 millio	n	
		itary Veterans %			
				=%	
		employed % =			
		ath 70 = sabled % =			
•	•	I Group Owned buth % =		vn as per the definition stated above:	
	100 of the Amende			issued under section 9 (1) of B-BBEE Ac	t No 53 of
•	The Enterprise is		% Black [Designated Group Owned as per Amende	d Code Series
	Amended Codes Amended by Act		e issued un	der section 9 (1) of B-BBEE Act No 53 of 2	2003 as
•	The Enterprise is		% Black F	emale Owned as per Amended Code Ser	ries 100 of the
	amended Codes amended by Act		e issued und	der section 9 (1) of B-BBEE Act No 53 of 2	2003 as
•	The Enterprise is		% Black (Owned as per Amended Code Series 100	
3.	I hereby declare	under Oath that:			

BID DECLARATION

5.

6.	BID DECLARATION			
6.1	Bidders who claim points in respect of B-BBEE Status Level of C following:	ontribution m	ust complete	the
7.	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS 4.1	OF PARAG	RAPHS 1.4 A	AND
7.1	B-BBEE Status Level of Contributor: =(maximum of 2	20 points)		
	Points claimed in respect of paragraph 6.1 must be in accordar paragraph 4.1 and must be substantiated by relevant proof of B-BBI			
8.	SUB-CONTRACTING			
8.1	Will any portion of the contract be sub-contracted?			
	(Tick applicable box)			
	YES NO			
8.1.1	If yes, indicate:			
	 i) What percentage of the contract will be subcontracted			s of
Des	signated Group: An EME or QSE which is at last 51% owned by:	EME	QSE √	
Black Black Black Black Coope	people people who are youth people who are women people with disabilities people living in rural or underdeveloped areas or townships erative owned by black people people who are military veterans	V	V	
Any El	OR MF			
Any Q				
9.	DECLARATION WITH REGARD TO COMPANY/FIRM			
9.1	Name of company/firm:			
9.2	VAT registration number:			
9.3	Company registration number:			
9.4	TYPE OF COMPANY/ FIRM			
	 □ Partnership/Joint Venture / Consortium □ One-person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX] 			

9.5	DESCRIBE	E PRINCIPAL BUSINESS ACTIVIT	IES
9.6	COMPANY	CLASSIFICATION	
	□ Supp□ Profe□ Othe	ufacturer blier essional service provider er service providers, e.g. transporte CABLE BOX]	r, etc.
9.7	Total numb	per of years the company/firm has b	peen in business:
9.8	that the po	pints claimed, based on the B-BBE	orised to do so on behalf of the company/firm, certify EE status level of contributor indicated in paragraphs lifies the company/ firm for the preference(s) shown
	i) The inf	formation furnished is true and corr	ect;
		reference points claimed are in accoract and 1 of this form;	cordance with the General Conditions as indicated in
	1.4 an		as a result of points claimed as shown in paragraphs ed to furnish documentary proof to the satisfaction of
	any of		has been claimed or obtained on a fraudulent basis or t been fulfilled, the purchaser may, in addition to any
	(a)	disqualify the person from the bid	ding process;
	(b)	recover costs, losses or damages person's conduct;	s it has incurred or suffered as a result of that
	(c)		y damages which it has suffered as a result arrangements due to such cancellation;
	(d)	only the shareholders and direct restricted by the National Treasur	ontractor, its shareholders and directors, or ctors who acted on a fraudulent basis, be ry from obtaining business from any organ of 10 years, after the <i>audi alteram partem</i> (hear lied; and
	(e)	forward the matter for criminal pro	osecution.
\A/ITA	150050		
	IESSES		
1			SIGNATURE(S) OF BIDDER(S)
2			DATE:

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

NB: the following list must be completed if applicable and each item must refer to the BOQ reference number for ease of reference.

Description of services, works or goods BOQ Reference Stipulated minimum threshold

Reinforcement C3.2.10 100%

<u>Annexures of SBD 6.2 Local Production and Content</u> (Attach additional pages if more space is required)

_																			
	lations			Total Imported content	(C19)											RO	RO		
	<u>Note:</u> VAT to be excluded from all calcu			Total exempted imported content	(C18)									RO	RO	(C23) Total Imported content	(C24) Total local content	(C25) Average local content % of	tender
			Tender summary	Total tender value	(C17)									(C21) Total Exempt imported content	(C22) Total Tender value net of exempt imported content				
				Tender Qty	(C16)								(C20) Total tender value	ı					
				Local content % (per item)	(C15)			T		T									
				Local value	(C14)		1	1	1	T									
qule		8	content	-	(C13)		1	1	1	T	T								
ummary Sche			alculation of local	Tender value net of exempted imported content	(C12)														
		<u> </u>	3	Exempted imported value	(C11)					T	T								
ontent Decla				Tender price - each (excl VAT)	(C10)														
Local C	tion: duct(s) ty: y name:	ge Rate: Pula		List of items	(63)									nderer from Annex B					
	Tender No. Tender descripti Designated prod Tender Authorit Tendering Entity	Tender Exchang Specified local o		Tender item no's	(83)				1					Signature of ten				. Date:	1
	Local Content Declaration - Summary Schedule	Local Content Declaration iption: roduct(s) ority:	Local Content Declaration - Summary Schedule Pula EU EU GBP	iption: roduct(s) ority: ange Rate: Pula Eu GBP Tender summary Calculation of local content Tender summary Tender summary	Local Content Declaration - Summary Schedule Pula Reder value Tender value Imported Imp	Docal Content Declaration - Summary Schedule Pula	Local Content Declaration - Summary Schedule	Local Contant Declaration - Summary Schedule Pula Eu GSP	Local Content Declaration - Summary Schedule Response Eu	Local Content Declaration - Summary Schedule Pala	Folia Content Declaration - Summary Schedule	Folia Est Content Deck Pration - Summary \$5the chile	Local Content Declaration - Summary Schedule Pula	Content Deckrition - Summing Schedule Summing Schedule	Pula EU Content Declaration - Summary Schedule Pula EU EU Experient to describe the mit cated that the content of thems each imported content content (CD) (CLS)	Local Content Declaration - Summary Schedule Reserve Reserve	Local Content Declaration - Summary Schedule	Folia Content Declaration - Summary Schedule	Coel Content Declaration - Summary Schedule Pale Exchedule

<u>Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.</u>

Tender No. Tender descriptio Designated Produ Tender Authority: Tender ing Entity i												SATS 1286.20
Tender description Designated Production Tender Authority:				A	nnex D							
Tender description Designated Production Tender Authority:												
Tender Authority:								Note: VAT to be all calculations	excluded from			
Tondoring Entity	:									1		
Tender Exchange		Pula] EU		GBP						
		_						1				
A. Exempted	d imported co	ntent		Γ	Fasies	I	1		I			I
Tender item no's	Description of im	ported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted impor value
(D7)	(D8	7)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
										Total exempt in		
R Imported	d directly by th	ne Tenderer										
b. imported	a directly by ti	ie renderer			Forign				All le selle			
Tender item no's	Description of im	ported content	Unit of measure	Overseas Supplier	currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported v
(D20)	(D2.	1)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
-												
			l	I					(D32) To	tal imported valu	e by tenderer	
C. Imported	l by a 3rd part	y and supplie	d to the Te	nderer								
Description of i	imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported v
(E	D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
`										al imported value		

This form must be completed, signed and dated by the contractor and kept for a period of 5 years for audit purposes. Annexure D is not a returnable document.

	Annex E	Si	ATS 1286.2011
	Aillick		
Tender No. Tender description: Designated products:		Note: VAT to be excluded from calculations	n all
Tender Authority: Tendering Entity name:			
	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(LU)	(L7)	(LO)
	(E9) Total local product	s (Goods, Services and Works)	R 0
(E10)	(Tenderer's manpower cost)		R O
(E11)	(Rental, depreciation & amortisation, utility costs,	consumables etc.)	R 0
(E12)	(Marketing, insurance, finance)	cing, interest etc.)	R 0
		(E13) Total local content	R 0
Signature of tenderer from Ann	<u>iex B</u>		
Date:			

This form must be completed, signed and dated by the contractor and kept for a period of 5 years for audit purposes. Annexure E is not a returnable document.

3.	Does any	portion	of the	aoods or	services	offered	have an	v im	ported	content?

(Tick applicable box)

|--|

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT	DECLARATI	ON BY CHIEF	FINANCIAL	OFFICER O	R OTHER LEGALLY
RESPONSIBLE PER	RSON NOMIN	IATED IN WR	ITING BY THE	CHIEF EXE	CUTIVE OR SENIOR
MEMBER/PERSON	WITH MA	NAGEMENT	RESPONSIBI	LITY (CLOS	SE CORPORATION,
PARTNERSHIP OR	INDIVIDUAL)			•	

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution) Province of KwaZulu-Natal, Department of Transport

NΒ

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on

http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is

	required to continuously update Declarations C, D and E with the actual values for the duration of the contract.					
I, the	e undersigned,	(full na	mes),			
do h	ereby declare, in my capacity as					
of		(name of bio	lder enti			
(a)	The facts contained herein are within my own	n personal knowledge.				
(b)	I have satisfied myself that the goods/service specified bid comply with the minimum local as measured in terms of SATS 1286:2011.					
(c)	The local content percentage (%) indicated given in clause 3 of SATS 1286:2011, the rat and the information contained in Declarat Declaration C:	es of exchange indicated in parag	graph 3.1 above			
Bio	d price, excluding VAT (y)		R			
lm	ported content (x), as calculated in terms of SA	ATS 1286:2011	R			
Sti	pulated minimum threshold for local content (p	paragraph 3 above)				
Lo	cal content %, as calculated in terms of SATS	1286:2011				
cont The in cl	If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E. (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.					
(e)	(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).					
	SIGNATURE:					
	WITNESS No. 1	DATE:				
	WITNESS No. 2	DATE:				

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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?	Yes	No
	(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.		
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	Yes	No
	website (<u>www.treasury.gov.za</u>) by clicking on its link at the bottom of the home page.		
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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

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CERTIFICATION

Signature Position	Date Name of Bidder
I ACCEPT THAT, IN ADDITION TO CANCELI AGAINST ME SHOULD THIS DECLARATION PI	LATION OF A CONTRACT, ACTION MAY BE TAKEN ROVE TO BE FALSE.
I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNIS CORRECT.	HED ON THIS DECLARATION FORM IS TRUE AND

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 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.
- Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- This SBD 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.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO. ZNB00705/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON L2135 FROM KM 4+000 TO KM 14+000 & L2785 FROM KM 1+000 TO KM 2+500 IN THE ESTCOURT AREA

in response to the invitation for the bid made by the PROVINCE OF KWAZULU-NATAL, DEPARTMENT OF TRANSPORT, do hereby make the following statements that I certify to be true and complete in every respect:

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

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder:
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of and to sign the bid, on behalf of the bidder.
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where the products or services will be rendered (market allocation);
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not 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 and 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 as amended and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or such bidders 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
Full name of signatory	Capacity of signatory

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

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E. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Notes to tenderer:

- The tenderer shall submit proof of B-BBEE Status Level of Contributor by submitting a copy of a valid B-BBEE Verification Certificate issued in accordance with the Amended Construction Sector Code published in Notice 931 of 2017 of Government Gazette No. 41287 of 1 December 2017.
- 2. The certificate shall:
 - (i) have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - (ii) in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of R10 million and less, be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover, for the year ending not earlier than 12 (twelve) months prior to the tender closing date:
 - (iii) in the case of a Qualifying Small Enterprise (QSE) with a total annual revenue of more than R10 million but less than 50 million, be in the form of a sworn affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover, for the year ending not earlier than 12 (twelve) months prior to the tender closing date; and
 - (iv) have a date of issue not earlier than 12 (twelve) months prior to the tender closing date.
- 3. A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate. In addition, the consolidated B-BBEE Status Level Verification Certificate for unincorporated joint ventures shall only be applicable to this project (Tender No. to be indicated on the certificate).
- 4. An enterprise will qualify as an Exempted Micro Enterprise (EME) if it has a total annual revenue of R10 million or less, and is deemed to have the following B-BBEE Status in accordance with their black ownership levels:
 - (i) if less than 30% Black Owned then "Level Five Contributor";
 - (ii) if at least 30% Black Owned but less than 51% Black Owned then "Level Four Contributor";
 - (iii) if at least 51% Black Owned but less than 100% Black Owned, then "Level Two Contributor"; and
 - (iv) if 100% Black Owned then "Level One Contributor".
- 5. Tenderers are advised that any misrepresentation in the affidavits is a criminal offence.

F. CERTIFICATE OF AUTHORITY FOR SIGNATORY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(1)	(II)	(III)	(IV)	(V)	(VI)	
COOPERATIVE	SOLE PROPRIETOR	CLOSE CORPORATION	PARTNERSHIP	COMPANY	JOINT VENTURE	/
					Incorporated	
					Unincorporated	

Corporation),	Partners (ing the Member Partnership), rise trading as	Represent	, .		`	• , .		` , `
hereby autho	rise Mr/Mrs/N	1s							
acting in the	capacity of								
whose signat	ure is								
to sign all do	ocuments in	connection w	rith this bio	l and ar	y contract	resulting	therefrom	on be	half of the

NAME	ADDRESS	SIGNATURE	DATE

Note

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature** of the signatory.

Cooperative: 'Resolution of the Members' Close Corporation: 'Resolution of the Members'

Company: 'Resolution of the Board' signed by the chairperson

Joint Venture / Consortium: 'Resolution/agreement passed/reached' signed by the authorised

representatives of the enterprises

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

G. CONSTRUCTION EXPERIENCE

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

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	EMPLOYER'S AGENT: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED
Attach additional pag	es if more space is requi	ired		

SIGNATURE: DATE:

(Of person authorised to sign on behalf of the Tenderer)

H. KEY PERSONNEL

H1. KEY PERSONNEL - MANAGEMENT

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the management of the construction of the Works, together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the page included below for this purpose.

DESIGNATION	NAME	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
CONTRACTS MANAGER				
CONSTRUCTION MANAGER				
FOREMAN				

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

Attach additional pages if more space is required

H2. KEY PERSONNEL - LABOUR INTENSIVE ACTIVITIES

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

Tenderers' attention is drawn to the required minimum supervisor to worker ratio for this project stated in clause F2.3 of Part F of the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page below.

DESIGNATION	NAME	NAME OF TRAINING INSTITUTION	QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS	YEAR QUALIFICATION OBTAINED

Attach additional pages if more space is required

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

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Refer to H1.

Curriculum Vitae of key management personnel to be attached to this page.

and

QUALIFICATIONS OF KEY PERSONNEL - LABOUR INTENSIVE ACTIVITIES (N/A)

Refer to H2.

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

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I.CONSTRUCTION EQUIPMENT

The following are lists of major construction equipment that I / we presently own or will acquire for this contract if my / our tender is accepted.

(a	Details of majo	r construction	equipment	owned by me	/us:
٦	٠				j	

DESCRIPTION (type, size and capacity)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major construction equipment that will be acquired:

DESCRIPTION (time size and senseity)	QUANTITY	HOW ACQUIRED		
DESCRIPTION (type, size and capacity)	QUANTITY	HIRE / BUY	SOURCE	
·				

Attach additional pages if more space is required

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

J. PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of any or all of the listed subcontractors. Should any or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

NAME OF SUBCONTRACTOR	CSD NUMBER	DESIGNATED GROUP AND OWNERSHIP %	B-BBEE LEVEL	NATURE OF WORK	PERCENTAGE TO BE SUBCONTRACTED

Attach additional pages if more space is required.

NB: The subcontractors listed above will not contribute to the achiever	ments of the objectives specified in Section C3.3 Part G of this tender document.
SIGNATURE:	DATE:
(Of person authorised to sign on behalf of the Tenderer)	

K. PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Tenderer shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in Part F: Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors in terms of Part G: Small Contractor Development of the project specifications.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

Minimum required content of such local labour (%)

(100 x amount spent on wages for such local labour (excluding VAT))
 (Subtotal 1* (excluding contingencies, contract price adjustment and VAT))

*Subtotal 1 is obtained from the Tender Summary under C2.2 Bill of Quantities

The minimum required content of such local labour for this project shall be 4.74 %.

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the value of Subtotal 1* (excluding contingencies, contract price adjustment and VAT) which is obtained from the Tender Summary under C2.2 Bill of Quantities, shall be used.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Contractor's local labour content			,	
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)			R	
Subtotal 1* (excluding contingencies, contract price adjustment and VAT)			R	
Hence anticipated local labour content expressed as a percentage of Subtotal 1* (excluding contingencies, contract price adjustment and VAT))			%	
Specified minimum local labour content			4.74 %	

A penalty shall be applied to any shortfall in the local labour content achieved when measured against the specified minimum local labour content, as set out in Part F: Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:	
Duly authorized to sign on behalf of:	
SIGNATURE:	DATE:
(Of person authorised to sign on behalf of the Tenderer)	

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

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L. HEALTH AND SAFETY DECLARATION

In terms of Regulation 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as 'the Regulations' hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993, as amended and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

- 1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No. 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No. 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
- 2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specification.

(* = delete whatever is not applicable)

- Details of resources I propose:
 - Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract.
 - (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAME OF COMPETENT PERSONS	POSITION TO BE FILLED BY COMPETENT PERSONS

	(b)		tails of training of persons from my company's own resources (or to be hired) who still have be trained to achieve the necessary competency:
		(i)	By whom will training be provided?
		(ii)	When will training be undertaken?
		(iii)	List the positions to be filled by persons to be trained or hired:
	(c)		tails of competent resources to be appointed as subcontractors if competent persons canno supplied from own company:
		Nar	me of proposed subcontractor:
		Qua	alifications or details of competency of the subcontractor:
5.	the c	ontra rdanc	undertake, if my tender is accepted, to provide, before commencement of the works unde act, a suitable, sufficiently documented and coherent site-specific Health and Safety Plan ince with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to by the Employer.
6.	Safet and perso	y Sp will onnel	that copies of my company's approved Health and Safety Plan, the Employer's Health and secification as well as the OHSA 1993 Construction Regulations 2014 will be provided on site at all times be available for inspection by the Contractor's personnel, the Employer's I, the Employer's Agent, Construction Health and Safety Agent, visitors, and officials and so of the Department of Labour.
7.	sche meas pena	dule sures Ities	confirm that adequate provision has been made in my tendered rates and prices in the of quantities to cover the cost of all resources, actions, training and all health and safety senvisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any that may be applied in terms of the said Regulations (Regulation 33) as a result of the failing to comply with the provisions of the Act and the Regulations.
8.	mear	that , and	nat my failure to complete and execute this declaration to the satisfaction of the Employer will be unable to comply with the requirements of the OHSA 1993 Construction Regulations discrept that my tender will be prejudiced and may be rejected at the discretion of the construction.
SIGN	ATUR	E:	DATE:
(Of p	erson	autho	orised to sign on behalf of the Tenderer)

M. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Bill of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

<u>Please note:</u> The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permissible in terms of the Conditions of Tender. Please also refer to Returnable Schedule N.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER			
Attach additional	Attach additional pages if more space is required				

(Of person authorised to sign on behalf of the Tenderer)

SIGNATURE:

DATE:

N. SCHEDULE OF ALTERNATIVE TENDERS

The attention of tenderers is specifically drawn to clause C.2.12 Alternative tender offers of Annex C Standard Conditions of Tender and to clause C.2.12 of section T1.2 TENDER DATA in this project document.

An alternative tender offer or design shall be considered only if the main tender offer has also been submitted in accordance with the requirements of clauses C.2.12.1 and C.2.12.2 of Annex C and such main tender offer is the winning tender as stated in clause C.2.12.3 of Annex C.

The requirements for alternative offers are as described in clause A2.1.4.2'ALTERNATIVE DESIGNS' of the 'COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020 edition)'.

Such alternative offers shall be described, measured and priced in sufficient detail to enable the Employer to evaluate the alternative. The Tenderer shall set out the proposal clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	ALTERNATIVE OFFER, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER
SIGNATURE:		DATE:

CIDB OPEN TENDER: Tender Ver. 01-04-2021; COTO

(Of person authorised to sign on behalf of the Tenderer)

O. TECHNICAL PROPOSAL

The tenderer is required to submit a technical proposal which covers the following criteria.

O1. Experience of key personnel

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, and techniques.

A CV of the contract manager, construction manager and foreman of not more than 3 pages each should be attached to this schedule:

Each CV should be structured under the following headings:

- (i) Personal particulars:
 - name
 - date and place of birth
 - place(s) of tertiary education and dates associated therewith
 - professional awards
- (ii) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- (iii) Skills
- (iv) Name of current employer and position in enterprise
- (v) Overview of post graduate / diploma experience (year, organization and position)
- (vi) Outline of recent assignments / experience that has a bearing on the scope of work

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

Signed:	Date:
Name:	Position:

O2. Relevant experience

List number of projects per discipline (Blacktop Patching)

The evaluation will consider the nature of the reference projects, scope of services provided, and Employer/Client completion certificate.

Appointment letter including completion certificate not older than 7 years per project to be provided with contact details of references.

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

Signed:	Date:
Name:	Position:

O3. Approach paper

The approach paper must respond to the scope of work and outline the proposed approach / methodology relating to:

- Project Approach
- Establishment (construction equipment to be used)
- · Occupational Health and Safety
- Environmental Management
- Traffic Accommodation
- Contract Administration and Execution of Works
- Management of targeted enterprises
- Accommodation of other contractors including subcontracting in line with PPPFA Regulations 12 of 2017
- Quality Management.

The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach its approach paper to this page. The approach paper should not be longer than 6 pages.

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

Signed:	Date:		
Name:		Position:	

CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

CONTRACT

TABLE OF CONTENTS	Page	Colour	
PART C1: AGREEMENTS AND CONTRACT DATA			
C1.1: FORM OF OFFER AND ACCEPTANCE	C3	Yellow	
C1.1.1: OFFER	C3	Yellow	
C1.1.2: ACCEPTANCE	C4	Yellow	
C1.1.3: SCHEDULE OF DEVIATIONS	C5	Yellow	
C1.2: CONTRACT DATA	C7	Yellow	
C1.2.1: CONDITIONS OF CONTRACT	C7	Yellow	
C1.2.2: DATA PROVIDED BY THE EMPLOYER	C9	Yellow	
C1.2.3: DATA PROVIDED BY THE CONTRACTOR	C14	Yellow	
C1.3: PERFORMANCE GUARANTEE	C15	White	
C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993	C18	White	
C1.5: RETENTION MONEY GUARANTEE	C20	White	
C1.6: TRANSFER OF RIGHTS	C22	White	
PART C2: PRICING DATA			
C2.1: PRICING ASSUMPTIONS	C23	Yellow	
C2.2: BILL OF QUANTITIES	C27	Yellow	
PART C3: SCOPE OF WORK			
TABLE OF CONTENTS	C41	Blue	
C3.1: STANDARD SPECIFICATIONS	C42	Blue	
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PART C4: SITE INFORMATION			
C4.1: LOCALITY PLAN	C131	Green	
C4.2: EXAMPLE OF CONTRACT SIGNBOARD DETAILS	C132	Green	
C4.3: EXISTING SERVICES REPORT	C134	Green	
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IV I	O 1 T 1	* * : :::	

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

CONTRACT NO. ZNB00705/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON ROAD L2135 (KM 4+000 TO KM 14+000) & L2785 (KM 1+000 TO KM 2+500) in Estcourt Area Office

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

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

The offered total of the prices inclusive of Value Added Tax is:

Amount	t in Words
R	(in figures).
Accepta stated i	fer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and ance and returning one copy of this document to the Tenderer before the end of the period of validity in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the cons of Contract identified in the Contract Data.
Signatu	ure: (of person authorised to sign the tender)
Name:	(of signatory in capitals)
Capaci	ty: (of signatory)
Name o	of Tenderer: (organisation)
A	Address:
 T	elephone number: E-mail:
Witnes	s:
S	Signature:
N	lame: (in capitals)
Date:	

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[Failure of a Tenderer to sign this form will invalidate the tender]

This form is to be completed by the Employer only

C1.1.2: ACCEPTANCE

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

The terms of the contract are contained in

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

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

Signature	:
Name: (in	capitals)
Capacity:	
Name of E	Employer: (organisation)
Ad	ddress:
Witness:	Signature: Name: (in capitals)
Date:	

This form is to be completed by the Employer and the successful tenderer only, upon acceptance of the successful tenderer's offer

C1.1.3: SCHEDULE OF DEVIATIONS

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 Tender Data and the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1	Subject:	
	Details:	
2	Subject:	
_	-	
	Details.	
3	Subject:	
	Details:	
4	Subjects	
4	-	
	Details:	
5	Subject:	
	Details:	

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to

FOR THE TENDERER:

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 Tenderer and the Employer during this process of offer and acceptance.

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

Signature:	
Name:	
Capacity:	
	Name and address of organisation)
,	
Witness:	
Signature:	
Name:	
Date:	
FOR THE E	MPLOYER:
Signature:	
	(Name and address of organisation)
Witness:	
Signature:	
Name:	
Date:	

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the 'General Conditions of Contract for Construction Works, Third Edition (2015)', issued by the South African Institution of Civil Engineering (abbreviated title: 'GCC 2015').

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

SCC 1.1.1.14: delete "Commencement Date" in the definition and substitute "date of commencement of the Works".

Add the following to the end of Clause 1.1:

- "SCC 1.1.1.35 "Construction Manager" means the person approved of in writing by the Employer's Agent, as the Contractor's representative on Site.
- SCC 1.1.1.36 "Targeted Enterprise" means an enterprise as defined in Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work.
- SCC 1.1.1.37 "Targeted Labour" means labour as defined in Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work."

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the contract participation goal stated in the Contract Data for local labour content in terms of Part F: Expanded Public Works Programme of section C3.3 Particular Specifications in Part C3: Scope of Work, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Work as a penalty for such underachievement.

If the Contractor fails to achieve the monetary value of the contract participation goal stated in the Contract Data for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of

Work as a penalty for such underachievement."

SCC 4.4.2 Subcontractor to be approved

Add the following to Clause 4.4.2:

"The Contractor shall comply with the subcontracting restrictions stated in the Contract Data."

SCC 4.10.1 Engagement of employees

Add the following to Clause 4.10.1:

"The contractor shall pay rates and wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out, as stated in the Contract Data."

SCC 5.3.1 Commencement of the Works

Delete the first sentence of Clause 5.3.1 and substitute the following:

"The Employer's Agent shall give the Contractor not less than 7 days' notice of the date of commencement of the Works on which date the Contractor is instructed to commence carrying out the Works, save as may be otherwise provided in the Contract, or be legally or physically impossible. The date of commencement of the Works shall be within the period after the Commencement Date stated in the Contract Data."

SCC 5.3.3 Time to instruct commencement of the Works

Delete Clause 5.3.3.

SCC 5.14.4 Certification of Completion

Insert the following in the first sentence after the words "has been duly completed,":

"and the Contractor has submitted the information stated in the Contract Data,".

SCC 5.14.6 Occupation by the Employer

Add the following to Clause 5.14.6:

"The use of any completed roadway or parts of the Works, whether for unhindered use by the public or for accommodation of traffic, while other parts are being constructed, shall not constitute occupation of the Works by the Employer."

SCC 6.2.1 Delivery of security

In the last two lines of Clause 6.2.1, delete the words "the type of security for the due performance of the Contract, as selected in the Contract Data" and replace them with the words "a fixed performance guarantee as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer".

Delete the entirety of Clause 6.2.2 and replace it with the following:

"SCC 6.2.2 Contractor failing to provide security

If the Contractor fails to provide the required fixed performance guarantee within the time period stated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2."

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued."

SCC 6.10.4 Delivery, dissatisfaction with and payment of payment certificate

Delete "within 28 days" in the third sentence and substitute "within 30 days".

SCC 6.10.8 Contractor's completion statement

Delete "within 28 days" in the third sentence and substitute "within 30 days".

SCC 6.10.9 Final Payment Certificate

Delete "within 28 days" in the second sentence and substitute "within 30 days".

SCC 10.1.5 Employer's Agent's ruling on Contractor's Claim

Delete "within 28 days" in the first sentence and in Clause 10.1.5.1, and substitute "within 56 days".

C1.2.2: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER		
1.	GENERAL		
1.1.1.13	The Defects Liability Period is 0 months.		
SCC 1.1.1.14	The time for achieving Practical Completion is <u>4 months</u> from the date of commencement of the Works, including non-working days and special non-working days.		
1.1.1.26	Pricing Strategy: The Contract is to b	e a Re-measurement Contract.	
1.1.1.15	Name of Employer: Province of Department: Department of Transport	'	
1.2.1.2	Address of Employer:		
	Physical:	Postal:	
	01 Old Main Road Estcourt 3310	Private Bag X7072 Estcourt 3310	
	E-mail: Melusi.Xaba@kzntransport.go	ov.za	
	Telephone No: 036 352 3153	Fax No: 036 352 3153	
1.1.1.16	Name of Employer's Agent:		
1.2.1.2	Address of Employer's Agent:		
	Physical:	Postal:	
	1 Old Main Road Priv	ate bag X7072	

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Estcourt Estcourt 3310 3310
	E-mail: philani.shezi@kzntransport.gov.za
	Telephone No: (036) 352 3153 Fax No: (036) 352 5484
3.	EMPLOYER'S AGENT
3.2.3	The Employer's Agent is required to obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses:
	 SCC 5.3.1: Give the Contractor notice of the commencement date of the Works. 6.3.1: Order any work as a Variation Order. 6.3.1: Order any work which requires the utilisation of the provision for contingencies in the Contract Sum.
	6.3.1: Order any work which requires the Contract Price to exceed the Contract Sum. 10.1.5: Ruling on a Contractor's claim.
4.	CONTRACTOR'S GENERAL OBLIGATIONS
SCC 4.1.1	The contract participation goal for local labour content 4.74%.
	The penalty for failing to achieve the monetary value of the above target set by the Employer for local labour content in terms of Part F: Expanded Public Works Programme of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
	The contract participation goal for Targeted Enterprises is <u>0%.</u>
	The penalty for failing to achieve the monetary value of the above target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
SCC 4.4.2	In accordance with regulation 12.(3) of the Preferential Procurement Regulations, 2017, the Contractor may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Contractor, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
500 4.4.2	The Contractor and his subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry, and comply with the wage rates and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry, except where a specific industry publishes its own wage rates and conditions of labour.
SCC 4.10.1	The wage rates and conditions of labour employed under the Expanded Public Works Programme, shall comply with the Ministerial Determination 4, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER		
	Notice No. R347 of 4 May 2012.		
5.	TIME AND RELATED MATTERS		
SCC 5.3.1 and 5.3.2	The date of commencement of the Works shall be within 28 days, or 56 days if a construction work permit is required, after the Commencement Date.		
	The following documentation shall be submitted within 14 days of the Commencement Date by the Contractor before commencing to carry out the Works: (i) Health and Safety Plan (refer to Clause 4.3); (ii) Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the		
	Employer (refer to Clause 4.3); (iii) Proof of registration and good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) (refer to Clause 4.3);		
	(iv) Initial Programme (refer to Clause 5.6); (v) Security (refer to Clause 6.2); and (vi) Insurance (refer to Clause 8.6);		
	and if the Employer is required to apply for a construction work permit to perform construction work in terms of regulation 3(1) of the Construction Regulations 2014, the following documentation shall also be submitted: (vii) Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)];		
	 (viii) Evidence that the Principal contractor has made adequate provision for the cost of Health and Safety, i.e., bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)]; and (ix) Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, namely, schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)]. 		
5.8.1	The non-working days are Sundays.		
	The special non-working days are: (i) the statutory public holidays in terms of the Public Holidays Act; (ii) the foreseeable election days declared as a statutory public holiday; and (iii) the annual year-end shutdown period as recommended by the Bargaining Council for the Civil Engineering Industry.		
5.13.1	The penalty for failing to complete the Works is 0,05% of the Contract Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25 000,00 per day).		
5.14.1	The requirements for achieving Practical Completion are as stated in General Conditions of Contract 2015.		
	The Contractor shall submit the following:		
SCC 5.14.4	(i) evidence that the local labour has been paid, and that the Targeted Enterprise subcontractors have received all amounts due in terms of their respective subcontract agreements; and		
5.16.3	(ii) the survey and materials information which the Employer's Agent requires to complete the as-built drawings and records.		

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER				
02/1002	The latent defects period is 10 years.				
6.	PAYMENT AND RELATED MATTERS				
SCC 6.2.1	The security to be provided by the Contractor shall be:				
	Fixed Performance Guarantee of 8% of the first One Million Rand plus 3,5% of the balance of the Contract Sum.				
6.5.1.2.3	The percentage allowance to cover overhead charges is 10%.				
6.8.2	The value of payment certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following data.				
	The values of the coefficients for calculating the Contract Price Adjustment Factor are:				
	Road works – upgrade (Schedules A, D, F and G):				
	a = 0.2 $b = 0.35$ $c = 0.35$ $d = 0.1$				
	"L", "P", "M" and "F" are defined as follows:				
	"L" is the "Labour Index" and shall be the Consumer Price Index for "Geographic Indices > CPI per province > KwaZulu-Natal" as published in Table A of the Statistical Release P0141 of Statistics South Africa. "P" is the "Construction Equipment Index" and shall be the Construction Materials Price Index for "Plant and equipment" as published in Table 4 of the Statistical Release P0151.1 of Statistics South Africa. "M" is the "Materials Index" and shall be the Construction Materials Price Index as published in Table 6 of the Statistical Release P0151.1 of Statistics South Africa for:				
	Road works (Schedules A, D, F and G): "Civil engineering material – roads, general (excluding bitumen)"				
	Structures (Schedule B): "Civil engineering material – structures (excluding bitumen)"				
	"F" is the "Fuel Index" and shall be the Producer Price Index for "Coke, petroleum, chemical, rubber and plastic products > Coal and petroleum products > Diesel" as published in Table 1 of the Statistical Release P0142.1 of Statistics South Africa.				
	The base month is the month preceding the month of tender closure.				
	Any index calculated by means of a linking factor between an old and new index, shall be rounded to one decimal place.				
	Price adjustments for variations in the cost of bitumen as a special material are allowed.				
	Only the net bitumen content of asphalt and bituminous products shall be subject to variations in cost, and no account shall be taken of transport, emulsifiers, diluents or modifiers that may be supplied ex refinery or added later.				

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER		
6.8.3	The percentage advance on Plant and materials not yet built into the Permanent Works		
	is 80%.		
	The percentage retention on the amounts due to the Contractor is 10%.		
6.10.1.5	The limit of retention money is 5% of the first One Million Rand plus 1,6% of the balance of the Contract Sum excluding contingencies, contract price adjustment, and VAT.		
6.10.3	A retention guarantee in lieu of a cash retention is permitted.		
8.	RISKS AND RELATED MATTERS		
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is <u>nil</u> .		
8.6.1.1.3	The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is <u>nil</u> .		
8.6.1.2	Special Risks Insurance issued by SASRIA is required.		
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000,00 (ten million Rand only) for any single liability claim. Liability insurance shall include spread of fire risk.		
10.	CLAIMS AND DISPUTES		
10.5.2	Disputes shall be referred to ad-hoc adjudication.		
10.5.3	The number of Adjudication Board members to be appointed shall be one.		
10.8.1	Unresolved disputes shall be determined by court proceedings.		
	DATA WITH REFERENCE TO C3.3 PARTICULAR SPECIFICATIONS		
PART G	SMALL CONTRACTOR DEVELOPMENT		
G2.9	The target area for local labour is Inkosi Langalibalele Local Municipality.		
	The target area for Targeted Enterprises is Inkosi Langalibalele Local Municipality.		

C1.2.3: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR				
1.	GENERAL				
1.1.1.9	Name of Contractor:				
1.2.1.2	Address of Contractor:				
	Physical:		Postal:		
6.	PAYMENT AND RELATED MATTERS				
6.8.3	The tenderer shall complete the table below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials.				
	The rates and prices for the special materials for the base month which is the month preceding the month of tender closure, shall exclude VAT but shall include all other obligatory taxes and levies.				
	The tenderer shall append to this page a letter from the supplier confirming the supply price for the net bitumen content of asphalt and bituminous products.				
	A change of supplier due to circumstances beyond the control of the Contract may be considered, subject to the submission of supporting documentation to Employer's Agent for valuation to calculate the difference between the rate or professional material entered in the table below and the equivalent rate or practually paid by the Contractor, and for approval.				
	SPECIAL MATERIALS	UNIT	RATE OR PRICE FOR THE BASE MONTH		
	NIL				
	Signed on behalf of the Tenderer:				

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

1. GUARANTOR DETAILS AND DEFINITIONS
"Guarantor" means:
Physical address:
"Employer" means:
"Contractor" means:
"Employer's Agent" means:
"Works" means:
"Site" means:
"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
"Contract Sum" means: The accepted amount inclusive of tax of R
Amount in words:
"Guaranteed Sum" means: The maximum aggregate amount of R
Amount in words:
"Expiry Date" means: or any other later date set by the

2. CONTRACT DETAILS

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

Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

3. GUARANTOR'S LIABILITY

- 3.1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 3.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 3.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

- 4.1 The Guarantor hereby acknowledges that:
- 4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:
- 4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;
- 4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;
- 4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.
- 4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or
- 4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and
- 4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.
- 4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at
Date
Guarantor's signatory (1)
Capacity
Guarantor's signatory (2)
Capacity
Witness signatory (1)
Witness signatory (2)

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between The Province of KwaZulu-Natal represented by Head of Department: Department of Transport (hereinafter called the EMPLOYER) of the one part, herein represented by:
in his capacity as:
AND:
(hereinafter called the CONTRACTOR) of the other part, herein represented by:
in his capacity as:
duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONTRACT NO. ZNB00682/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON ROAD L2135 (KM 4+000 TO KM 14+000) & L2785 (KM 1+000 TO KM 2+500) for the construction, completion and maintenance of the works:

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by the Occupational Health and Safety Amendment Act No 181 of 1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- 2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- 3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
- 4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at	for and on behalf of the EMPLOYER
on this the	day of
SIGNATURE: .	
NAME AND SU	JRNAME:
CAPACITY:	
WITNESSES:	1
	2
Thus signed at	for and on behalf of the CONTRACTOR
on this the	day of20
SIGNATURE: .	
NAME AND SU	JRNAME:
CAPACITY:	
WITNESSES:	1
	2

ii C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

iii RETENTION MONEY GUARANTEE

THE HEAD: TRANSPORT PROVINCE OF KWAZULU-NATAL PRIVATE BAG X9043 PIETERMARITZBURG 3200

CC	NTRACT NO	FOR
	SUED TO: the PROVINCE OF erred to as "the Employer")	KWAZULU-NATAL, represented by HEAD: TRANSPORT (hereinafte
ON	BEHALF OF:	(hereinafter referred to as "the Contractor")
In (connection with	
CC	ONTRACT NO. ZNB	(hereinafter referred to as "the Contract"
		Contractor have agreed that the Contractor may provide a guarantee in stention monies provided for under the Contract;
		signed, undertake, in accordance with the following provisions, to pay the ployer may, from time to time, demand from us.
1.	Each demand by the Employer	shall be in writing signed by the Employer and delivered to us at
		shall in writing notify to the Employer and shall be accompanied by a se 2, signed by the Employer's Agent as such in terms of the Contract.

- 2. The Employer's Agent's certificate referred to in Clause 1 shall certify
 - (a) that he is the Employer's Agent in terms of the Contract,
 - (b) that the Contractor is in breach of his obligations under the Contract, and
 - (c) that the amount demanded, which amount the certificate shall specify,
 - (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
 - (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
- 3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 172 Burger Street, Pietermaritzburg or at such other address as the Employer shall in writing notify us.
- 4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

- 5. Our aggregate liability under this guarantee is limited to R
- 6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

iv C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)										
Claim for Plant and materials on site, Payment Certificate No Date:										
Contract No: For (contract title)										
I, the undersigned (name of si	gnatory)			in my capacity as					
		of (name of	Contract	or)						
	id to the	Plant and ma	iterials, fo	or which evid	and assign all the Contractor's ence of bona fide ownership is					
Insofar as the Contractor retapasses to the Employer by co				lls and goods	s, the right of ownership thereof					
reason of the Contractor's s	equestra ayment	ation or liquida for materials or	tion or of	f any defect be made by t	the said Plant and materials by in the Contractor's title to the he Employer until such time as I and materials.					
	person	on behalf of th	e Employ	er for the Pl	or receiving payment from the ant and materials as Plant and					
	adequat	ely against all r	isks and		under this Transfer of Rights and sured until they are built into or					
This certificate of Transfer of table.	of Right	s applies only	to the Pla	ant and mate	erials as listed in the following					
DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER					
TOTAL VALUE OF PLANT A	AND MA	TERIALS								
Signed by:for and on behalf of the Contra					Date:					
Witnessed by:										
	accompa	any the Contrac	tor's clair	n for paymen	of of payment by the Contractor t for Plant and materials on site 015.					

PART C2: PRICING DATA

C2.1 PRICING ASSUMPTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. Item numbers prefixed by the letter PS refer to items of payment described in Part B Amendments to the Standard Specifications.

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 specifications.

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

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

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

Lump Sum: An amount tendered for an item, the extent of which is described in the Bill of

Quantities, the specifications or elsewhere, but the quantity of work of which is not

measured in any units.

3. QUANTITIES REFLECTED IN THE BILL OF QUANTITIES

The quantities given in the Bill of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the

contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless so ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause C1.1.3.6 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 shall apply to rate only items. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as imbalanced.

Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. Note that fractions of a cent in all rates shall be omitted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be executed by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of Clause C1.1.2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 regarding the measurement of quantities for payment. Except where specified otherwise, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR ENHANCED METHODS

Those parts of the Works to be constructed using labour enhanced methods are numbered with the specific COTO, Draft Standard (DS), October 2020 Specifications items in the Bill of Quantities.

9. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

mm	= millimetre	m³.km	= cubic metre kilometre	Prov sum	n= provisional sum
m	= metre	I	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km.pass	= kilometre pass	kg	= kilogram	MN	= meganewton
m^2	= square metre	t	= ton (1 000 kg)	t.km	= ton kilometre
m².pass	= square metre pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m^3	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN.m	= meganewton metre		

10. CONSISTENCY OF RATES

In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.

A tender will be considered out of balance if:

(i) the combined, extended total tendered for the item:

C1.3.1 The contractor's general obligations:

C1.3.1.1 Fixed obligationsC1.3.1.2 Value-related obligationsC1.3.1.3 Time-related obligations

exceeds a maximum of 15% of the Contract Sum (excluding contingencies, contract price adjustment and VAT).

(ii) the rate, price or amount tendered <u>for any other item</u> differs by more than 20 (twenty) percent from the <u>average</u> of the rates, prices or amounts <u>for the same item</u> as tendered by those tenderers who submitted the lowest five responsive tender offers (or as tendered by all the responsive tenderers if there are less than five responsive tenderers).

Any such out of balance tender may be rejected if, after three (3) working days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

C2.2 BILL OF QUANTITIES

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C1.2: GENERAL REQUIREMENTS AND PAYMENTS

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C1.2	GENERAL REQUIREMENTS AND PAYMENT					
C1.2.5	Safety					
C1.2.5.1	Health and safety plan	Lump Sum		1		
C1.2.5.2	Implementation of health and safety plan	month		4		
C1.2.8	Dayworks					
C1.2.8.1	Personnel					
(a)	Unskilled labourer	hour	LI	80		
C1.2	TOTAL CARRIED TO SUMMARY					

CONTRACT NO. ZNB00705/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON ROAD L2135 (KM 4+000 TO KM 14+000) & L2785 (KM 1+000 TO KM 2+500))

C1.3: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS					
C1.3.1	The Contractor's general obligations					
C1.3.1.1	Fixed obligations	Lump Sum		1		
C1.3.1.3	Time-related obligations	month		4		
C1.3.2	Contract sign boards	m²		12		
C1.3	TOTAL CARRIED FORWARD TO SUMMARY		l			

C 1.5: ACCOMMODATION OF TRAFFIC

ITEM NO	DESCRIPTION	UNIT	LI	QUANTIT Y	RATE	AMOUNT
C1.5	ACCOMMODATION OF TRAFFIC					
C1.5.7	Temporary traffic control facilities					
C1.5.7.1	Delineators including mounting bases and ballast:					
(a)	Single sided, reversible left or right (size indicated)	No		50		
C1.5.7.3	Flagmen	man- shift		176		
C1.5.7.4	Traffic controllers	man- shift		176		
C1.5.7.5	Provision of illuminated traffic signs					
(c)	Illuminated road sign - R & TR series (diamter indicated)	No		20		
C1.5.7.6	Maintenance of illimuniated traffic signs:					
(c)	Illuminated road sign - R & TR series 1200mm	month		4		
C1.5	TOTAL CARRIED FORWARD TO SUMMARY					

C1.7 LOADING AND HAULING:

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C1.7	LOADING AND HAULING					
C1.7.1	Loading					
C1.7.1.1	Loading from stockpile using machines and some hand loabour where necessary	m³				
C1.7.2	Hauling					
C1.7.2.1	Hauling material for use in the Works and off-loading it on the site of the Works:					
(a)	Soil, gravel, crushed stone and pavement layer material	m³ - km		80238.23		
C1.7	TOTAL CARRIED FORWARD TO SUMMARY					

CONTRACT NO. ZNB00705/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON ROAD L2135 (KM 4+000 TO KM 14+000) & L2785 (KM 1+000 TO KM 2+500))

C3.1: DRAINS

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C3.1	DRAINS					
C3.1.1	Excavation for open drains:					
C3.1.1.1	Excavating all material situated within the following depth ranges below the surface level using conventional methods:					
(a)	0m to 1.5m	m^3		4900		
C3.1	TOTAL CARRIED FORWARD TO SUMMARY					

C3.2: CULVERTS

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C3.2	CULVERTS					
C3.2.1	Excavation for culvert structures:					
C3.2.1.1	Excavating in all material situated within the following depth ranges below the surface level:					
(a)	0m to 1.5m	m^3		350		
C3.2.1.4	Extra over sub-item C3.2.1.1 for excavation in hard or boulder material, irrespective of depth	m³		20		
C3.2.2	Backfilling:					
C3.2.2.1	Using the excavated material	m^3		290		
C3.2.2.2	Using imported selected material:					
C3.2.3	Concrete pipe culverts:					
C3.2.3.3	On Class C bedding (75D, 600mm Dia Ogee Class 100D with rubber collers)	m		185		
C3.2.10	Reinforcement:					
C3.2.10.3	Welded steel fabric (Ref 193)	kg	LI	408		
C3.2.16	Brickwork (Engineering bricks):					
C3.2.16.2	230 mm thick	m²	LI	105		
C3.2	TOTAL CARRIED FORWARD TO SUMMARY					

C4.1: BORROW MATERIALS

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C4.1	BORROW MATERIALS					
C4.1.4	Removing of the overburden					
C4.1.4.1	In borrow pits	m ³		3 000		
C4.1.5	Excavating of materials in the borrow pits and quarries, material obtained from					
C4.1.15.1	Shaping and finishing the borrow pit and quarry areas, and the stockpile sites:					
(a)	Borrow pits (list all borrow pits separately)	ha		2.00		
C4.1.16	Personnel					
C4.1.16.3	Stockpile controller	month		2		
C4.1	TOTAL CARRIED FORWARD TO SUMMARY	l	<u>I</u>	<u> </u>		

C5.1: ROADBED

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C5.1	ROADBED					
C5.1.1	Roadbed construction and compaction					
C5.1.1.2	Compaction of in-situ material to 93% of MDD (200mm thickness)	m³		13800		
C5.1	TOTAL CARRIED FORWARD TO SUMMARY					

C5.3: ROAD PAVEMENT LAYERS

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C5.3	ROAD PAVEMENT LAYERS					
C5.3.2	Construction of pavement layers					
C5.3.2.1	Construction of laers using conventional construction methods:					
(g)	Gravel wearing course layer (150mm thickness) compacted to 95% of MDD	m³		10350		
C5.3	TOTAL CARRIED FORWARD TO SUMMARY					

C11.9: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS					
C11.9.1	Finishing the road and road reserve:					
C11.9.1.2	Single carriageway road	km		11.5		
C11.9	TOTAL CARRIED FORWARD TO SUMMARY					

C20.1: TESTING MATERIALS AND WORKMANSHIP

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP					
C20.1.2	Special tests requested by the Engineer					
C20.1.2.2	Employer's contribution to other special tests					
(a)	Specify test	Prime Cost		1	R30000	R 30 000
(a.i)	Handling costs and profit in respect of item C20.1.2.2(a) (must not exceed 10%)	%		R30 000		
C20.1	TOTAL CARRIED FORWARD TO SUMMARY		1			

PROVINCE OF KWAZULU-NATAL DEPARTMENT OF TRANSPORT

CONTRACT NO. ZNB00705/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON ROAD L2135 (KM 4+000 TO KM 14+000) & L2785 (KM 1+000 TO KM 2+500)

SCHEDULE A: ROADWORK

SUMMARY OF SECTIONS

CHAPTER	DESCRIPTION	FROM PAGE	AMOUNT
C1.2	GENERAL REQUIREMENTS AND PAYMENT	C28	R
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	C29	R
C1.5	ACCOMMODATION OF TRAFFIC	C30	R
C1.7	LOADING AND HAULING	C31	R
C3.1	DRAINS	C32	R
C3.2	CULVERTS	C33	R
C4.1	BORROW MATERIALS	C34	R
C5.1	ROADBED	C35	R
C5.3	ROAD PAVEMENT LAYERS	C36	R
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	C37	R
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP	C38	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	C39	R

PROVINCE OF KWAZULU-NATAL DEPARTMENT OF TRANSPORT

CONTRACT NO. ZNB00705/00000/00/EST/INF/21/T: BETTERMENT AND REGRAVELLING ON ROAD L2135 (KM 4+000 TO KM 14+000) & L2785 (KM 1+000 TO KM 2+500)

TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Schedule of Quantities brought forward:	
Schedule A: Roadworks (b/f from page C39)	R
	_
SUBTOTAL 1	R
Add: Contingencies (5% of SUBTOTAL 1)	R
SUBTOTAL 2	R
Add: VAT (15% of SUBTOTAL 2)	R
TOTAL CARRIED FORWARD TO FORM OF OFFER	R

Signed on behalf of the Service Provider:	(Signature)
Date:	
Service Provider's Name:	(Company Name

PART C3: SCOPE OF WORK

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C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the 'Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020'.

vi <u>C3.2: PROJECT SPECIFICATIONS</u>

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

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

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

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

C3.2: PROJECT SPECIFICATIONS

PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Employer's objectives

This Project forms part of the Province of KwaZulu-Natal Department of Transport's Maintenance Programme. This Contract represents Betterment and Re-gravelling Of Road L2785 (Km 0+00 To Km 4+400) & L1347 (Km 0+00 To Km 5+600)

The contract is located in a region of KwaZulu-Natal that has been historically impoverished by a lack of infrastructure access. It is therefore mandatory that the Contractor shall interact with the community via proactive project liaison with and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

The Employer's objectives in delivering public infrastructure and services for this project include the provision of temporary work opportunities to the local community through the application of labour-intensive methods to the maximum extent feasible, in accordance with the Expanded Public Works Programme Guidelines.

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) from time to time. The requirements of the Expanded Public Works Programme (EPWP) are contained in Part F of section C3.3 Particular Specifications. These EPWP requirements also include provisions for the National Youth Service programme where applicable. The requirements in terms of Government's initiatives for broad-based black economic empowerment with respect to small contractor development are contained in Part G of section C3.3 Particular Specifications.

1.2 Location of the Works

The Works are located about from Estcourt and it comes of P12-3 at km 8, in the Inkosilangalibalele Local Municipality KZ No. 237.

1.3 Overview of the Works

The project comprises the betterment and re-gravelling of 5 kilometres of pavement layer and including the associated road prism drainage.

1.4 Extent of the Works

The Works to be carried out include the following main activities:

- (a) Establishment on site.
- (b) Provision of traffic accommodation facilities.
- (c) Installation of Prefabricated Culverts
- (d) Roadbed Preparation
- (e) Loading from stockpile using machines and some hand loabour where necessary
- (f) Hauling material for use in the Works and off-loading it on the site of the Works
- (g) Pavement Layers of 150mm gravel compacted 95% mod AASHTO
- (h) Finishing and cleaning up of the road and road reserve.
- (i) Continuous quality control over materials and workmanship, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities.
- (j) Removal of all site establishment facilities and constructional plant on completion of the Works.
- (k) Making good of any defects during the Defects Liability Period.

1.5 Detailed description of the Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The description of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

No approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities on the following tables.

The site shall not only comprise the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. The site includes all the land within the proclaimed limits of the road reserve along the extent of the works, borrow pits and quarry sites, stockpile areas, locations set aside for construction and supervision accommodation and any other location required for the execution of the Works.

Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

1.5.1 Access to the Site

Access to the site can be obtained from P12-3 in the Inkosi langalibalele Local Municipality(KZ237).

Throughout the duration of this contract, Road L2135 & L2785 shall be shared with other contractors engaged by the KwaZulu-Natal Department of Transport on this L2785 & L1347 project whose construction activities may affect access from time to time. The Contractor shall therefore be required to liaise on an ongoing basis with these other contractors with respect to access related matters throughout the duration of the contract.

1.5.2 Demolition work

The Contractor is not required to carry out any demolition work to existing structures.

1.5.3 Spoiling of surplus material

Surplus material shall be spoiled in designated areas approved by the Employer's Agent. The spoil material shall be disposed of in accordance with subclause A4.1.7.2(I) of the COTO Standard Specifications.

1.5.4 Quantities

The approximate leading quantities for the permanent Works to be constructed are as follows:

Description	Source	Approximate quantity
MASS EARTHWORKS- Roadbed	None	14000 m³
Gravel Selected material G7 – gravel wearing course	Borrow Pit	14766 m³

1.5.5 Material investigations

Materials information is furnished in section C4.4 at the end of this document.

1.5.6 Material sources, spoil and stockpile areas

The G7 material will be sourced from the borrow pit within project area and all as described in the materials report in section C4.4.

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Employer's Agent, the PLC (where applicable) and the local

communities (where applicable). The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

Where possible, the contractor shall source material from within 6km of the site utilizing local labour. The material which may be sourced from site includes:

1.5.7 Accommodation of traffic

Traffic accommodation measures required for L2135 & L2785, half-width construction methods using STOP/GO traffic control, use of traffic signals between sunset and sunrise (if applicable), restrictions on the permitted lengths of half-width construction work areas, restrictions on the number of concurrent half width construction work areas permitted, and requirements for the minimum length of full width road to be left open to traffic to permit overtaking between such half width construction work areas

The Contractor shall be required to accommodate traffic on the existing roadway on the existing detours.

1.5.8 Accommodation of other contractors

Other contractors working on the site shall include:

In order to ensure the smooth running of all contracts, the Contractor shall be required to liaise with, cooperate with and accommodate all other contractors working on the site, particularly when such other contractors are working in the same area simultaneously.

1.5.9 Existing services

The following major services are expected to be encountered during the construction of the Works:

- Waterline
- Fencing

It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary.

1.5.10 Employer's Agent's site offices and laboratory

The Contractor shall be required to provide furnished site office facilities, laboratory facilities, ablution facilities, and carports for the Employer's Agent at a site located in close proximity to the Contractor's office establishment and to the Works. A possible area for such site establishment shall be indicated at the Site Clarification Meeting.

1.5.11 Climate

The road is located in a high summer rainfall region with a 30 year mean annual precipitation of 1657 mm.

1.5.12 Environment

The Contractor's attention is called to clause A1.2.3.3 of Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

1.5.13 Labour

A Project Liaison Committee (PLC) will be established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakhosi in the area.

1.5.14 Labour-intensive construction methods

Labour enhanced construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Labour enhanced construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically, a particular task can be completed within a working day.

Appropriate portions of the Works included in the Contract shall be carried out using labour enhanced construction methods.

Except where the use of equipment is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of equipment 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 enhanced construction methods.

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

Subject to considerations of occupational health and safety, and subject to the nature of the in situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour enhanced construction methods are listed under the labour enhanced item numbers as per COTO -Draft Standard(DS) October 2020 specifications in the bill of quantities, include, but are not limited to, the following:

- Erection of the Contractor's and Employer's Agent's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Construction of all brickwork required for drainage structures and manholes

- Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
- Dismantling / erection of fences;
- Excavation and subsequent backfilling for guardrail;
- Dismantling / erection of guardrail;
- Excavation and subsequent backfilling for road signs;
- Dismantling / erection of road signs;
- Cleaning and tidying up of the Site

In respect of those portions of the Works which are not listed above, the construction methods adopted and the equipment utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the equipment utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

1.6 Temporary Works

The Temporary Works required under this Contract shall include the traffic accommodation measures implemented, the provision of drainage control, falsework and formwork during the construction of the minor drainage structures, and the provision of any scaffolding or temporary propping used during the erection of the road signs.

All Temporary Works shall be removed from the Site on completion of the Contract.

1.7 Maintenance of the Works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described in clause A1.2.3 of Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

1.8 Testing of materials

A prime cost sum has been allowed in chapter 20 of the Bill of Quantities for all acceptance control testing laboratory work to be carried out by the Employer's Agent using the laboratory facilities which may include and/or commercial laboratory facilities.

The Contractor shall carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

1.9 Power supply and other services

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

1.10 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the

method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

1.11 Contractor's campsite (Project Specific)

Possible locations for a campsite shall be pointed out at the clarification meeting. (Project Specific Clarification meetings)

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Employer's Agent, the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause A1.3.3 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item C1.3.1.3 (The contractor's general obligations: Time-related obligations).

1.12 Additional requirements for construction activities

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

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

1.13 Construction programme

The Contractor shall submit a detailed time programme in accordance with clause 5.6.2 of the General Conditions of Contract 2015, clause A1.2.7 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

- (a) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (b) Working days lost due to abnormal rainfall shall be treated as set out in clause A1.2.3.4 (b)
- (c) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (d) Construction activities must comply with all the specified environmental requirements including

clause A1.2.3.3 of Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

- (e) Construction activities must comply with all the specified health and safety obligations including the requirements of Part D: OHSA 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.
- (f) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (g) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the construction of identified roads must be accommodated.
- (h) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

PRELIMINARY CONSTRUCTION PROGRAMME

NOT APPLICABLE

2. DRAWINGS

The drawings that form part of the Tender documents are issued on a CD and shall be used for Tender purposes only.

The Contractor will be supplied with three complete sets of A0 paper print drawings, and one set of drawings on a CD. These A0 paper prints and CD are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

Any information in the possession of the Contractor which the Employer's Agent requires to complete the as-built drawings shall be supplied to the Employer's Agent 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 Employer's Agent. The Employer's Agent will supply all figures / dimensions omitted from the drawings.

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Employer's Agent for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Employer's Agent of any discrepancies.

3. PROCUREMENT

The contractor shall procure goods and services under provisional sums and prime cost sums according to the Employer's standards.

4. CONSTRUCTION

4.1 Applicable SANS 2001 standards for construction work

All construction work must conform with the relevant SABS or SANS specifications referred to in the 'Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020', or in Section C3.2 Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.2 Applicable national and international standards

All construction work must be undertaken in accordance with the 'Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and as amended in Section C3.2 Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.3 Particular / generic specifications

As well as the 'Amendments to the Standard Specifications' contained in Part B of Section C3.2 Project Specifications, of this document, the following Particular Specifications as contained in Section C3.3, are applicable to this Contract:

Part C: Environmental Management Specification
Part D: OHSA 1993 Health and Safety Specification

Part E: Expanded Public Works Programme

Part F: Small Contractor Development

The 'General Conditions of Contract for Construction Works, Third Edition (2015)', published by the South African Institution of Civil Engineering which is applicable to this Contract.

4.4 Certification by recognized bodies

No certification of items included in the Works is required.

4.5 Plant and materials provided by the Employer

No plant and materials are to be provided by the Employer.

4.6 Services and facilities provided by the Employer

The Employer's Agent's site office and laboratory facilities will be paid for in terms of the Contract. No other services or facilities are to be provided by the Employer.

5. MANAGEMENT

5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 and associated specification data are applicable:

5.1.1 SANS 1921-1 Part 1: General engineering and construction works

	Specification data associated with SANS 1921-1
Clause No.	Essential data
4.1.7	There are no requirements for drawings, information and calculations for which the Contractor is responsible.
4.2.1	The responsibility strategy assigned to the Contractor for the works is 'A'.
4.3.1	The programme must conform to clause A1.2.7.1 (Scheme 1) 'Programme of Work' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and clause 5.6 'Programme' of the 'General Conditions of Contract 2015'.
4.3.3	The Contractor must give 24 hours' notice for inspection of work that is to be covered up.
4.7.3	Where applicable, the Contractor is afforded the opportunity of pricing an item to cover costs of unavoidable over-break.
4.12.2	The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the Employer/Employer's Agent are to be as described in clause A1.2.8 'Workmanship and Quality Control' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and clause 7 'Quality and Related Matters' of the 'General Conditions of Contract 2015'.
4.12.2	The fabrication drawings that the Contractor is to provide to the Employer are: none.
4.14.5	The Contractor is to provide latrine and ablution facilities as described in Part C 'Environmental Management Plan' in Section C3.3 Particular Specifications of these Project Specifications.
4.14.6	The requirements for the provision and erection of signboards are as described in clause A1.2.3.10 'Notices, Signs and Advertisements' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, and as detailed in the 'Example of Contract Signboard Details' in Section C4: Site Information of these Project Specifications.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are described in clause A1.2.7.3 and Chapter 2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.
4.17.3	Services that are known to exist on the site are described in clause A1.2.7.3 and Chapter 2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.
4.17.4	The requirements for detection apparatus for locating underground services are: none.
4.18	The additional health and safety requirements are described in Part D 'OHSA 1993 Health and Safety Specification' in Section C3.3 Particular Specifications of these Project Specifications.

5.1.1.1 Additional clauses:

(a) Site meetings and procedures

Site meetings shall be convened as described in clause A1.2.3.16 'Monthly Site Meetings' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.

(b) Water and electricity

The Contractor is to provide water and electricity as described in clauses A1.2.3.21 'Water' and A1.4.7.3 'Services' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

5.1.2 SANS 1921-6 Part 6: HIV/AIDS awareness

	Specification data associated with SANS 1921-6										
Clause No.	Essential data										
4.2.1(a)	A qualified service provider is one that is an accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.										
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.										

5.1.2.1 Additional clauses:

(a) Workshops

The duration of each workshop shall not be less than 2½ hours.

5.2 Recording of weather

The Contractor shall erect a rain gauge and record the rainfall as described in clause A1.2.3.4 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

5.3 Unauthorised persons

The Contractor shall keep unauthorised persons away from the Works at all times. Under no circumstances may the Contractor's personnel be accommodated on the site.

5.4 Management meetings

Management meetings are to be held weekly at a time convenient to all concerned, to discuss planning and health and safety amongst other things. Attendance by the Construction Manager and the Employer's Agent's Representatives on site is mandatory, and attendance by other interested parties will be by invitation.

5.5 Forms for contract administration

The Employer's Agent's Representative will provide standard forms for 'Site Diary', 'Site Memoranda', 'Requests for Inspection' and any others deemed to be necessary during the contract.

5.6 Electronic payments

Payments of approved payment claims will be made electronically upon submission of the Contractor's banking details.

5.7 Daily records

A site diary is to be compiled jointly by the Construction Manager and the Employer's Agent's Representatives on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Employer's Agent's Representative.

The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the Employer's Agent's Representative, and is to provide copies to the Employer's Agent's Representative when requested.

5.8 Payment certificates

Details of measurements, proof of payment for items contained in provisional sums and prime cost sums, proof of ownership of Plant and materials on site and documentation pertaining to contract price adjustment and special materials, are required as substantiation of claims for payment.

5.9 Permits

No security/entrance permits are required by the Contractor's personnel to enter the site.

5.10 Proof of compliance with the law

There are no requirements for the Contractor to verify compliance with any legislation.

5.11 Submission of reports

The contractor shall submit monthly reports in accordance with the specifications in Part E: Expanded Public Works Programme and Part F: Small Contractor Development.

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

New clauses and payment items not covered by clauses or items in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular chapter referred to in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

CHAPTER 1.2 GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATION

A1.2.3.4 Extension of time for delays caused by rainfall

This Clause specifies the conditions under which extensions of time for rainfall delays will be measured.

a) Method 1 (Rainfall formula)

Add table A1.2.3.4/1 on method 1

Table **A1.2.3.4/1**EXPECTED DELAY OF WORKING DAYS DUE TO NORMAL RAINY WEATHER

Month	Expected delay of "m" working days due to normal rainy weather	Month	Expected delay of "m" working days due to normal rainy weather
January*	6	July	1
February	5	August	1
March	5	September	3
April	4	October	3
May	3	November	5
June	1	December*	6

^{*} The values in brackets are the expected delays to allow for the annual year-end shutdown period.

The contractor shall make provision in the approved programme of work, and all subsequent adjusted programmes of work, for an expected delay of "n" equal to 43 working days due to normal rainy weather during the contract period, including any approved extension of time, for which the contractor will not receive an extension of time. This provision shall be shown as a float in the programme, and distributed amongst the calendar months.

PSA1.2.3.11 ORDERING OF DAYWORKS

Replace Clause A1.2.3.11 with the following:

PSA1.2.3.11 DAYWORKS

a. Scope

Rates for daywork shall be entered in the under item C1.2.8.1 in accordance with the following specifications.

b. Daywork Rates

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a daywork basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

c. Type of Work

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered

rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

d. Materials

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in C1.2.8 of the Bill of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

e. Construction Equipment

Where daywork is ordered, the tendered rates for construction equipment in C1.2.8 of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the daywork. If no rate is included in the Bill of Quantities for a particular item of construction equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, refuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction equipment operator and the general supervision of the construction equipment while it is engaged in the daywork.

f. Salaries and Wages of Workmen

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Bill of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

g. Measurement and Payment

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for construction equipment shall be the number of Vibroclock hours worked and each item of construction equipment shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for daywork.

The payment items under C1.2.8 in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 will be applicable.

PSA1.2.3.18 Stakeholder liaison

Add the following to Clause A1.2.3.18:

a. Project Liaison Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC 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 PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour:
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

A new pay item is included in Chapter 1.2 of the schedule of quantities relating to the payment of the PLC on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the PLC are required, and not necessarily for the full duration of the contract.

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b. Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a ccompetent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- i. represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- ii. work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- iii. communicate daily with the contractor on labour related issues such as numbers and skill;
- iv. assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
- v. inform local labour of their conditions of employment, including their period of employment;
- vi. attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable:
- vii. attend all meetings at which the community and/or local labour are present or are required to be represented;
- viii. attend monthly site meetings to report on community and local labour matters;
- ix. keep a daily written record of interviews and community liaison;
- x. submit monthly returns regarding community liaison; and
- xi. carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in Chapter 1.2 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

Add the following new Clause A1.2.3.24:

PSA1.2.3.24 Compliance with the Road Traffic Act

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

Add the following new payment item.

PSC1.2 MEASUREMENT AND PAYMENT

Item Unit

PSC1.2.10 Community Participation

- (a) Cost for community Participation (PLC and CLO)...... Prime Cost Sum
- (b) Handling costs and profit in respect of sub-item PSC1.2.10(a) abovepercentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item PSC1.2.10(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Community Liaison Officer."

CHAPTER 1.5 ACCOMMODATION OF TRAFFIC

PART C: MEASUREMENT AND PAYMENT

Add the following new payment item.

PSC1.5 MEASUREMENT AND PAYMENT

Item Unit

PSC1.5.13 Blading by road grader

PSC1.5.13.1. Blading by road grader of >6m

a) Machine Trimming: Normal Blading – 3% - without Watercart kilometre (km)
 b) Machine Trimming: Dry Road Blading using Watercart – 3% kilometre (km)

PSC1.5.13.2 Blading by road grader of <6m

a) Machine Trimming: Normal Blading – 3% - without Watercart kilometre (km)
 b) Machine Trimming: Dry Road Blading using Watercart – 3% kilometre (km)

The tenderer is to assume that it will take 4 passes with a grader to achieve the desired road profile, a further 4 passes with the grader to spread the fines and a further 2 passes to achieve the required finish. The rate for Dry Road Blading shall include the utilisation of a Water sprinkler to thoroughly water the full width of gravel layer by making sufficient passes as required, ahead of the grader. The rate shall include for Travelling to and from the Contractor camp. The measurement will be the km of completed road. The rate shall further include for the removal and cleaning of any spillage of material into existing structures and catch pits.

C3.3: PARTICULAR SPECIFICATIONS

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

PART C:	ENVIRONMENTAL MANAGEMENT SPECIFICATION	C63
PART D:	DAYWORK	C69
PART E:	OHSA 1993 HEALTH AND SAFETY SPECIFICATION	C73
PART F:	EXPANDED PUBLIC WORKS PROGRAMME	C101

viii 3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C1. SCOPE

The Employer recognises environmental management as a key component of road infrastructure development and as part of its environmental policy has developed this environmental management specification as a tool for continual improvement in environmental performance.

This environmental management specification prescribes the methods by which proper environmental controls are to be implemented by the Contractor. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract 2015 as the Defects Notification Period (maintenance period).

C2. ENVIRONMENTAL MANAGEMENT PLAN

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues.
- Provide rational and practical environmental guidelines to:
 - (i) Minimise disturbance of the natural environment,
 - (ii) Prevent pollution of land, air and water,
 - (iii) Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C3. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

The Contractor is responsible for the implementation of this EMP to ensure sound environmental management during the construction phase of a project.

The Contractor shall receive and implement any instruction issued by the Employer's Agent relating to compliance with the EMP including the removal of personnel or equipment.

Compliance with the provisions contained herein or any condition imposed by the environmental approvals, shall become the responsibility of the Contractor through an approved Environmental Officer (EO). The Contractor shall nominate a person from among his site personnel to fulfil this function and submit to the Employer's Agent for his approval the curriculum vitae of the proposed EO. This request for approval shall be given, in writing, at least fourteen days before the commencement of any construction activity clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer's Agent to make a decision.

Once a nominated representative of the Contractor has been approved as the EO, the EO shall be the responsible person for ensuring that the provisions of this EMP are complied with for the duration of the contract. The EO shall submit monthly written reports of compliance with the EMP to the Employer's Agent.

In addition to the compliance duties relating to this EMP, the EO shall also provide full cooperation whenever the Contractor is subjected to regular environmental audits.

C4. TRAINING AND INDUCTION OF EMPLOYEES

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors and local labour). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C5. COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter or email),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken, and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident, and
- Actions taken and by whom.

C6. SITE CLEANLINESS AND NEATNESS

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1,8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C7. ACCESS

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C8. BORROW PITS

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Mineral Resources (DMR) in consultation with the Department of Water and Sanitation (DWS).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DMR and DWS.

C9. DUST CONTROL / AIR QUALITY

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas
- The speed of construction vehicles must be reduced.

C10. FAUNA

 Contractors' and subcontractors' staff and workers may not chase, catch or kill animals encountered during construction.

C11. FIRE PREVENTION AND CONTROL

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C12. GRAVE SITES

Grave sites in close proximity to the road must not be disturbed during construction.

C13. MATERIALS HANDLING AND SPILLS MANAGEMENT

- Any hazardous materials to be used during construction (e.g. lime, fuel and paint) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel or petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (potentially hazardous materials on site include paint, oil, grease, fuel and turpentine).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C14. NOISE

- Noise generating activities must be restricted to between 07:00 and 17:00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C15. POLLUTION CONTROL

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C16. RIVERS AND STREAMS

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures,

must occur.

C17. SAFETY

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C18. SOIL MANAGEMENT

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C19. WORKER CONDUCT

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C20. TRAFFIC DISTURBANCES AND DIVERSIONS

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C21. VEGETATION

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during

construction must be replaced with indigenous vegetation after construction has been completed.

C22. WASTE MANAGEMENT

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, and contaminated wash water) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood and concrete packets) on completion of the day's work.
- Any spill around the container(s) should be treated as per clause C13 and C18.

C23. MEASUREMENT AND PAYMENT

The contractor shall make provision in the various rates and prices for all costs related to the environmental management specification and measures required in terms of legislation. Provision is made in item B13.02 of the Bill of Quantities for the contractor's general obligations, risks and liabilities in accordance with the environmental management specification.

ix 3.3 PARTICULAR SPECIFICATIONS

PART D: DAYWORK

PART D: DAYWORK

x D1. SCOPE

This part deals with the provision for daywork in the Bill of Quantities. Rates for daywork shall be entered in the Bill of Quantities in accordance with the following specifications.

xi D2. DAYWORK RATES

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a daywork basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

xii D3. TYPE OF WORK

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

xiii D4. MATERIALS

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Bill of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

D5. CONSTRUCTION EQUIPMENT

Where daywork is ordered, the tendered rates for construction equipment in Section D of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the daywork. If no rate is included in the Bill of Quantities for a particular item of construction equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction equipment operator and the general supervision of the construction equipment while it is engaged in the daywork.

xiv D6. SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Bill

of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

XV D7. MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for construction equipment shall be the number of Vibroclock hours worked and each item of construction equipment shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for daywork.

xvi C3.3 PARTICULAR SPECIFICATIONS

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This part covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993 and amendment Act No 181 of 1993) and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatary to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- E2.1 "Construction Health and Safety Agent" (CHSA) means any competent person who acts as a representative for the Employer in managing health and safety on a construction project for the Employer and who has satisfied the registration criteria of the SACPCMP to perform the required functions.
- E2.2 "Contractor" where used in the contract documents and in this specification, means the Contractor as defined in the General Conditions of Contract 2015, and it shall have the exact same meaning as "principal contractor" as defined in the Construction Regulations 2014. "Contractor" and "principal contractor" are therefore interchangeable and shall be read in the context of the relevant document.

In this specification the terms "principal contractor" and "contractor" are replaced with "Contractor" and "subcontractor" respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatary, without derogating from his status as an employer in his own right.

- E2.3 "**Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" are therefore interchangeable and shall be read in the context of the relevant document.
- E2.4 "Employer's Agent" where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015.

E3. EMPLOYER'S BASELINE RISK ASSESSMENT

E3.1 Risk information

The information presented in this clause is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in

preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site-specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

E3.2 Baseline risk assessment

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Employer in terms of Construction Regulation 5(1)(a).

No.	Potential Hazard	Potential Risk (Source of the potential risk)	Controls (Occupational Health & Safety)		Existing Controls (Environmental)	H-S-E Identification		Rating	Legal Reference
							SL	Final Rating	
			File	Approval	and	Administ	ative		Requirements
1	File Approval as per OHS Requirements and Client Specification	Work commencing prior to file being available and approved. No valid registration with COID. Expired Documentation (e.g. competencies, equipment load test, medicals, work permits) Documentation not available or approved as per required Client Spec and OHS act.	Recommendations: - No Work Commencement until approval has been signed off Client Health and Safety Specification.	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.		H&S	6 E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
2	Legal Appointments and Competency	 Employees appointed not in possession of required or valid competencies as per Client Spectand OHS Act. Appointment not as per legal requirements. Lack of experience for appointed position. 	Recommendation - No Work Commencement until approval has been signed off Client Health and Safety Specification.	possible have a picture which can be of benefit for illiterate readers when the detailed risk		H&S	6 E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

3	Required legal documentation as per OHS act		 No Work Commencement until approval has been signed off. Client Health and Safety Specification. 	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	H&S	E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
4	Risk Identification	- Method of works not site specific - Risk identification not in place or conducted - Risk identification not site specific - Risk controls not sufficient - Risk Assessor not competent - Continues Risk evaluation not conducted	Recommendations - No Work Commencement until approval has been signed off Client Health and Safety Specification Baseline Risk	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	H&S	S E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

No.	Potential Hazard	Potential Risk (Source of the potential risk)	Controls (Occupational Health & Safety)	Pictorial (where available)	Existing Controls (Environmental)	H-S-E Identification		k R	ating	Legal Reference
							S		Final Rating	
5	Induction & Medical certificate o fitness	1	Recommendation: - Site induction can only be done with an employee if they require up to date medical is presented at the induction Medical fitness certificates must be validated by the principle contractor to ensure adherence to the minimum requirements and validity of the document Each person's ID or valid work permit must be inspected before induction can	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.		H&S	6	E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

6	List of employees and Contractors	Number of employees only site not listed on employee lifts. Number of contractors on site not listed on contractor list. Employee and contractor list not being updated as required.	Recommendation: - Keep all employees working on site on an employee list.	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	N/A H	&S 6	E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
7	Notification of Construction	required by legal requirement Notification not containing the correct information as	Recommendation: Contractor to provide the DOL with the required Notification as egislated.	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	N/A H&	4S 6	E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

No.	Potential Hazard	Potential Risk (Source of the potential risk)	Controls (Occupational Health & Safety)	Pictorial (where available)	Identification		k F	Rating	Legal Reference
		1				SI	ļ	Final Rating	
8	Access control	 To prevent unauthorized entry into the construction area, beyond the area which was fenced off as per the Engineers drawing, from the gate which the contractor controls up to the furthest point of the hoarded area. Access control measures not in place at access gates. Accessing site from unsafe areas. Unauthorized entry onto site due to lack of access control measures. 	Recommendations: - Only designated access gates may be kept unlocked pending that full time security is placed at the gates. - Only use access gates at approved by the client.	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	H&S	6	E		Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

mobile plants reverse hooters not working. - Unsafe stockpiles of soil or other materials on site Unauthorized removal of indigenous & endangered fauna & flora. be inspected when delivered to site to ensure adherence to ensure adherence to the legal requirements before any usage of the plant	9	Site Clearing	 Damage of site fence due to site clearing operations. Damage to existing services not marked or pointed out to the Principal Contractor. Employees being struck by moving plant working in the area. No dust control measures in place. Removing tall trees unsafely. Damage to neighbouring properties. Several construction vehicles and mobile plant operating in confined space area and unsafe / uncontrolled interaction with employees on site. Construction vehicle and mobile plants reverse hooters not working. Unsafe stockpiles of soil or other materials on site. Unauthorized removal of indigenous & endangered 	Recommendation: - All services on site must be pointed out by the client to the principal contractor. - Safe distance from site fence and services must be established by contractor and must be maintained and marked. - Dust control measures must be implemented by the principal contractor as determined by the environmental requirements. - All construction vehicles on site must be inspected when delivered to site to ensure adherence to the legal requirements before	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.		H&S	6 E		Occupational Health and Safety Ac and Regulations (85 of 1993 and incorporated safety standards.
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Transporting by containers / temporary offices to site. Offloading containers / resolutions offices. Container / an offices placement. Demobilisatio n Cleaning Carrier points Container / an offices placement. Demobilisatio - ex of of offices of of offices	Safety signs and notice coards not placed close to intrance of main gate. Lay down areas not off ufficient size. No toilets provided as perequirements. Not informing employees nd public what the site rules re. Damaged / loose wires exposed at site offices. Material handling can ause crush injuries and falling objects. Incorrect placement / cosition of containers / site offices. Tripping hazards / Fall risk	Recommendations: - Mandatary signage must be installed at the gates leading to site. - Toilet facilities must be installed and in working condition when employees start work on site. - Installation of offices must be done under the supervision of a competent person.	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.		H&S	6 E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
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No.	Potential Hazard	Potential Risk (Source of the potential risk)	Controls (Occupationa Health & Safety)	(where available)	Existing Controls (Environmental)	H-S-E Identification		sk Rating	Legal Reference
							S	L Final Rating	
14	Parking vehicle public road	of equipment. Injuries to people. No trained flagman available at obstruction area. No temporary road closure lane restrictions warning signage displayed and installed. No wayleave in place should lane restrictions / road closure occur. No temporary / moveable hoarding in place. No warning lights available in evenings.	Recommendation:	possible have a picture which can be of benefit for illiterate readers when the detailed risk passessment is adone.	N/A	H&S	6	E 6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
		Potential Risk Source of the potential risk) Health & S	(Occupational Pictorial afety) (where av	Existing ailable) (Environme	Controls H-S-E ental) Identi	R fication	isk		Legal Reference
						s		Final Rating	
,	Parking of vehicle in public road	- Injuries to people No trained flagman available at obstruction area No temporary road closure / lane restrictions warning signage displayed and installed No wayleave in place should lane restrictions / site mu	ndation: possible nstruction picture may not be left can be of ded in the reas. readers w construction d machinery to assessme on site within	have a which benefit illiterate hen the risk	H&S	6	E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		 No temporary / moveable hoarding in place No warning lights available in evenings. No stop and go process in place should it be applicable. 						
16	Working in confined spaces	or vapour present in confined space Lack of oxygen for employees working in confined space area.	Recommendation: - Confined spaces to be inspected and tested before employees can be allowed to enter the area. - Employees must be trained by accredited training provider for the work inside confined spaces. - Safe and secured access must be provided to confined space area at all times. - Detailed risk assessment must be communicated with employees before work commence on site.	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	H&S	6 E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

equ	d ading of uipment d/or material	 Vehicle parking in unauthorized area. Loads incorrectly / 	per specification. - Must be loaded at	readers when the			of 1993) and
equ	uipment	 Loads incorrectly / 	 Must be loaded at 		1		incorporated
	-						safety standards.
and	d/or material		•				
		unsafely off loaded from		done.			
		vehicle.	demarcated when loads				
			are off loaded.				
		loaded onto vehicle or					
		stacked incorrectly.	be provided with the				
			PPE as determined in				
		when offloading materials					
		in public road. - Materials have	assessment.				
		moved on / inside truck or					
		delivery vehicle making it					
		unstable.					
		- Overloading of					
		vehicle.					
		- Materials falling onto					
		employee.					
		- Employee handling					
		materials sustaining hand					
		injuries.					
		 Materials offloaded 					
		!n 4la !naamaa4 /	I I				
		in the incorrect area /					

No.		Potential Risk (Source of the potential risk)	Controls (Occupational Health & Safety)	Pictorial (where available)	Existing Controls (Environmental)	H-S-E Identification		k F	Rating	Legal Reference
							S		Final Rating	
18		contractors on premises in close vicinity of work area.	communicate daily regarding items that may affect 3 rd party or site access.	possible have a picture which		H&S	6	E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
19	Neighbour interface	 Insufficient protection of neighbouring premises by not using safety screens/ hoarding and barricading. No communication with neighbours regarding noise levels, dust levels and working hours. No wayleave in place for road closures / lane restrictions. No / insufficient dust control. Surrounding roads not cleaned at regular intervals. 	- Communicate with neighbours regarding any items that may affect their trading or access Ensure that all neighbours are informed about noise and dust work accordingly Keep the	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	n t e e	H&S	6	E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

No.	Potential Hazard		Controls (Occupational Health & Safety)	Pictorial (where available)	_	Identification			Legal Reference
							S L	Final Rating	
21	Operating of construction vehicles and mobile plant Transpo rt of employees & materials to site. Operatin	can bump into another. - A construction vehicle can bump/drive over pedestrians. - Unauthorized use of construction vehicle and mobile plant. - Operator of construction vehicle not appointed and not	 Must be operated by appointed trained and medically fit operators. Must be inspected daily before use. 	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.		H&S	6 E		Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

	g plant on site.	 No reverse hooter installed / not in working condition. Operator not conducting pre-start inspection on machine before operating. Operator leaving the vehicle / plant unattended whilst the engine is still running or with the key still in the ignition. Operator speeding on site. Construction vehicle / mobile plant parked at an incline without stop blocks being put in place behind the wheels. 	 May not work near excavation edges. Must have safe means of access. 					
22	Operating of construction vehicles and mobile plant Transpo rt of employees & materials to site. Operatin g plant on site.	mobile plant overturning. - Construction vehicles and mobile plant operating in close vicinity or next to power lines. - Inclement weather. - Operator speeding on site. - Unauthorized / unsafe transportation of employees. - Integration between	and medically fit operators. - Must be inspected daily before use. - Must be parked / stored on site only at secured areas.	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	H&S	6	E 6i	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

maintained daily Scrap, waste and debris not removed from site at appropriate intervals Construction areas near build up areas not sufficiently hoarded Housekeeping conditions not managed by the site management team. - Housekeeping conditions of substandard housekeeping can be implemented as required. - Housekeeping conditions to be picture which maintained daily Hoarding must for illiterate be maintained daily readers when the and must be kept up detailed risk assessment is done.	6 E	H&S																																																																																																																																																
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No.	Potential Hazard	Potential Risk (Source of the potential risk)	Controls (Occupationa Health & Safety)	Pictorial (where available)	Existing Controls (Environmental)	H-S-E Identification		k Rating	Legal Reference
	·						S L	L Final Rating	
24	Working at heights / elevated positions	- Falling objects - Not hooking safety harness catch to anchor point Anchor point not secure or strong enough Deliberately dropping materials or equipment Not keeping all debris, rocks, scraps and rubble away from the work area edges Employees working at heights not certified to work at heights in accordance with the SAQA requirements for working at heights training Employees allowed to work at heights who is not medical fit and not in possession of a valid medical certificate of fitness No rescue plan in place for employees working at heights.	- Employees required to work at heights must be formally trained for the task at hand Anchorage points must be certified by a competent person before being used Fall arrest or restraints to be inspected before use Tools to be secured while working at heights to prevent falling objects.	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.		H&S	6 E	6 E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.
25	Fall protection	 No site and task specific fall protection plan available for the work at hand. Employees not trained on the fall protection plan. Fall protection plan not compiled and approved by a competent and approved fall protection planner. Fall protection plan not implemented and maintained throughout project. 	- Competent fall protection planner to be appointed and must compile and sign of the fall protection plan Fall protection plan to address all site-specific	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.		H&S	6 E	E 6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

			implemented before height work can commence Fall protection plan to be updated throughout the project should the need arise for scope changes.				
26	Structures	unstable. - The structure information not being made available on site to ensure the designs are being complied with. - Structure records and	 Strict adherence to allowable loads must be maintained. Structure designs to be available on site if any uncertainty arises or information is required. The client to ensure that structure 	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	H&S	6 E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

No.	Potential Hazard	Controls (Occupational Health & Safety)	Pictorial (where available)	Existing Controls	H-S-E Identification	Legal Reference
				(Environmental)		

					S L	Final Rating	
27	Temporary Works	- Temporary works not designed by appointed Engineer Temporary works not being signed off by appointed Engineer prior to using temporary works Temporary works not being inspected on a daily basis by competent, appointed person Temporary works erected by incompetent employees / erectors Temporary work erectors not trained on the specific system being used on site Temporary work drawings not signed off by appointed, competent Engineer Contractor not working from latest revision drawing Temporary works not adequately erected, supported, braced and maintained by competent person Temporary work structure not erected according to the design Employees slipping on temporary work decks due to application of release agents Temporary work structure stripped before concrete acquired sufficient strength Temporary work structure erected on uneven floor surface No safe access for employees onto temporary work structure.	OT Recommendation: - Must be possible have a designed and picture which inspected by a can be of benefit competent appointed for illiterate person as per the specification requirements. - Must be inspected daily. - Must have detailed designs available upon request. - Must be done by trained employees that have been found competent in erection of the specific system.	H&S	6 E	6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

		installed around temporary work decks Employees other than the erectors allowed onto temporary work deck while there is openings in deck.						
28	Edge barricading □ Erecting & dismantling of edge barricading.	installed on all open edges of buildings / excavations where there is a fall risk to employees. - Edge barricading not secured into position. Only installing guard rails and no knee rails in scaffolding tubing	 Must comply to the specification requirements. Must be inspected daily to ensure compliance. Must be of solid material. 	possible have a picture which can be of benefit for illiterate readers when the detailed risk	H&S	6	E 666	Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

No.	Potential Hazard	Potential Risk (Source of the potential risk)	Controls (Occupational Health & Safety)	Pictorial (where available)	Existing Controls (Environmental)	H-S-E Identification		k F	Rating	Legal Reference
	•		'		-		S		Final Rating	
29	Mobile elevated working platform operations	- Operator not trained to operate machinery - Operator not conducting daily pre-inspection before operating machinery No valid load test available Operator not medically fit to operate Machinery Operator falling from machine basket during work operations Operator trapped between part of the basket and a fixed structure, e.g. when manoeuvring in confined overhead areas Operator operating machine on uneven surfaces and possibility of machine overturning The vehicle may collide with pedestrians, overhead cables on nearby vehicles Operator using MEWP in close proximity to overhead power lines Materials not properly secured in basket of machine falling from elevated positions Working platform not kept tidy, tripping hazards Outriggers not extended and chocked before raising the platform Work platform not fitted with effective guard rails and too boards Employees not wearing a harness with a short work restraint lanyard or not securing	- Must be operated by appointed trained and medically fit operators Must be inspected daily before use Must be parked a stored on site only as secured areas May not work near excavation edges Must have safe means of access Fall arrest equipment to be worn and used in line with the machine design.	possible have a picture which can be of benefit for illiterate readers when the detailed risk assessment is done.	n r S 1	H&S	6		6E	Occupational Health and Safety Act and Regulations (85 of 1993) and incorporated safety standards.

it to a suitable manufacturer provided anchorage point within the basket to stop the wearer from getting into a position where they could fall from the carrier where there is a risk of falling. - Working in high winds can tilt platforms and make them unstable. - Materials being lifted not properly secured.			

E3.3 Guidelines for construction and maintenance projects under Covid-19 Lockdown

The Employer has prepared guidelines which set out the key principles and minimum requirements that define responsible, healthy and safe operations for road construction operations under COVID-19 Lockdown conditions, for the Contractor to comply with. In addition, the Contractor shall comply with any new COVID-19 Regulations issued by Government.

The guidelines have been included as Annexure A at the end of this Project Document.

E4. APPLICATION FOR CONSTRUCTION WORK PERMIT

Where the contract meets the requirements of Construction Regulation 3, the Employer must at least 30 days before commencement of the work and in accordance with the requirements of Construction Regulation 3, apply to the Provincial Director of the Department of Labour in writing for a construction work permit to perform construction work. The Employer's application must be done in a form similar to Annexure 1 of the Construction Regulations, and submitted with the required documentation, some of which the Contractor shall provide as stated in the Contract Data.

A copy of the construction work permit must be kept on site in the occupational health and safety file, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. The Provincial Director will assign a site-specific number for each construction site, which must be conspicuously displayed at the main entrance to the site.

E5. NOTIFICATION OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Construction Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E6. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E7. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E7.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

E7.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E7.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E8. APPOINTMENT OF SAFETY PERSONNEL

E8.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E8.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competencies and resources to assist the Contractor.

E8.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

E8.4 Health and safety representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has

more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E8.5 Health and safety committee

In terms of Section 19 of the Act (OHSA 1993), the Contractor (as employer) shall establish one or more **health and safety committees** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E8.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with <u>all</u> requirements of the Construction Regulations.

E9. RECORDS AND REGISTERS

The Contractor shall keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees and representatives of trade unions.

E10. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations, as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E11. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Health and safety plan

The Contractor shall assess the risks associated with the Works when preparing the health and safety plan. In addition, the Contractor shall implement the health and safety plan, including the provision of a dedicated, full time health and safety officer, carrying out all the required site health and safety training and briefings, staff medical evaluations, monitoring and administrating the health and safety plan and for supplying all transport, personal protection safety items, other health and safety equipment, safety notices and any other health and safety related items that are required on site. Provision is made for the costs of preparing and implementing the health and safety plan in item C1.2.5.1of the Bill of Quantities.

(b) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction supervisor, any assistant construction supervisors, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E8.1 to E8.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons, and for which no separate additional payment will be made except to the extent provided in item C1.2.5.1 of the Bill of Quantities.

(c) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E9 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item C1.2.5.1of the Bill of Quantities.

(d) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates, and for which no separate additional payment will be made except to the extent provided in item C1.2.5.1 of the Bill of Quantities.

xvii ANNEXURE 2

xviii

xix OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 xx (Regulation 4 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.	Princ	cipal 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(s') contact person(s):
	, ,	
5.		e and telephone number of principal contractor's construction manager on site appointed ms of regulation 8(1):
6.		e(s) of principal contractor's assistant construction manager(s) on site appointed in terms gulation 8(2):

ANNEXURE 2 - Continued

7.	Exact physical address of the construction site or site office:
g	Nature of the construction work:
0.	Nature of the construction work.
9.	Expected commencement date:
10.	Expected completion date:
11.	Estimated maximum number of persons on the construction site:
	Total: Male: Female:
12.	Planned number of contractors on the construction site accountable to principal contractor:
13.	Name(s) of contractors already selected:
Pri	ncipal Contractor Date
Cli	ent's Agent (where applicable) Date
Clic	ent Date
UII	Date

 THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR <u>PRIOR TO COMMENCEMENT</u> OF WORK ON SITE.

C3.3 PARTICULAR SPECIFICATIONS

PART F: EXPANDED PUBLIC WORKS PROGRAMME

PART F: EXPANDED PUBLIC WORKS PROGRAMME

F1. SCOPE

This part provides the specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP

Furthermore, in order to avoid duplication of training facilities, the provision of training facilities for all structured training, including for the structured training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be measured and paid for in terms of the pay items provided in this Part F.

F2. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

F2.1 Labour-intensive construction, supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and construction equipment, where labour is preferred and construction equipment is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (http://www.epwp.gov.za/).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the bill of quantities in the manner described in C2.1 Pricing Assumptions.

Contractors shall note that they shall employ in labour-intensive works only the following supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- (a) Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes":
- (b) Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause F4 of this Part F.

F2.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- (a) the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- (b) Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 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 Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (http://www.epwp.gov.za/).

F2.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most-needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (<u>unskilled or semi-skilled</u>), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- (a) 60% women;
- (b) 55% youth who are between the ages of 18 and 35; and
- (c) 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1:10

F2.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

F2.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be the gazetted rate:

- (i) per task (for task-rated workers); or
- (ii) per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

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

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

F2.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause F4 below.

F2.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

(a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;

- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

F2.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHSA 1993 Health and Safety Specification and the Contractor's site-specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - (i) Protective overalls (two sets), green in colour, with EPWP branding;
 - (ii) Lime green reflective safety vest with EPWP branding;
 - (iii) Protective footwear; and
 - (iv) Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's sitespecific health and safety plan and accompanying risk assessments, such as:
 - (i) Protective headwear, green in colour, with EPWP branding;
 - (ii) Protective eyewear such as spectacles and goggles;
 - (iii) Protective face shields:
 - (iv) Protective earplugs and earmuffs;
 - (v) Respiratory masks;
 - (vi) Disposable safety apparel;
 - (vii) Kidney belts;
 - (viii) Safety harnesses; and
 - (ix) Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- (i) where the employee requests the issue of additional PPE in excess of what is prescribed;
- (ii) where the employee has patently abused or neglected the issued PPE leading to early failure; or

(iii) where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the bill of quantities.

F2.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). Provision for the costs related to the provision, erection and subsequent removal of the contract signboard is made in pay item provided in section 1300 of the bill of quantities for this purpose.

F2.10 Payment matters relating to the EPWP work

F2.10.1 General

No separate pay items shall be provided in terms of Part F of the bill of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

F2.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the bill of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of construction equipment to carry out work which was scheduled to be carried out using labour-intensive methods 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.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

F2.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated in section C1.2.2 Data Provided by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0.05 x [(E - E_0)/100] x C_A$$

where:

- E is the specified minimum percentage for local labour content
- E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract
- C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)
- P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goal based on the value of the Final Payment Certificate.

F3. NATIONAL YOUTH SERVICE (NYS)

Note: The Contractor shall not be required to employ NYS workers in terms of this contract.

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

F3.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor

with the execution of the contract.

F3.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause F2.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

F3.3 Employer's project manager

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

F3.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.

F3.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

F3.6 Employment of NYS workers

The Contractor will be contractually obliged to:

- (a) employ all participants on the list provided by the Employer's project manager;
- (b) brief NYS workers on the conditions of employment;
- (c) enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (d) keep personnel files for all NYS workers and make copies available to the Employer's project manager if and when requested; and
- (e) ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause F2.5 above.

F3.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;
- (b) life skills training;
- technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry);
 and
- (d) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the

Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

A compulsory 10-day life skills training must be provided before commencement of classroom training on NYS. This type of training must be provided by a NYDA accredited service provider as per the National Youth Service Framework from the National Department of Public Works.

The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause F5 below).

F3.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific trades in which the participants are involved, in addition to the branded overalls stipulated for NYS workers:
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies in their respective trades;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

F3.9 Apparel and tools for NYS workers

The content of clause F2.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and
- (e) separate payment items have been provided in Part F of the bill of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the

NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

F3.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause F2.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. Provision for the costs related to the provision, erection and subsequent removal of the contract signboard in the pay item provided in section 1300 of the bill of quantities for this purpose.

F3.11 Payment matters relating to the NYS work

No direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

F4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause F4.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause F4.2 below.

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 on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this Part F of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

F4.1.1 Participant (local labour) data

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

- (a) Participant identity name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles nationality, gender, age, education level and disability status.
- (c) Work data for participants daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

F4.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be 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

Province of KwaZulu-Natal Department of Transport

undertaking sample auditing. These records shall be kept by the Contractor for a period of three years after contract completion should they be required for audit purposes.

The data shall include:

- (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 completed on site on a daily basis and signed off by the Contractor on a weekly basis. Refer to pro forma attendance register attached at the end of this Part F of section 3.3.
- (b) Summary of monthly attendance.

F4.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

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; or
- (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 a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where <u>one</u> work opportunity = paid work created for <u>one</u> individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where <u>one</u> person-day = <u>one</u> day of work carried out by <u>one</u> 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 Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, <u>one</u> year of work created for <u>one</u> 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).
- (f) Training information.

F4.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- (a) Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- (b) Certified ID copies of all local labour employed as EPWP participants;
- (c) Attendance registers for the EPWP participants;
- (d) Proof of payment of EPWP participants; and
- (e) Information as required in terms of the EPWP Data Collection Tool template.

F5. PROVISION OF STRUCTURED TRAINING

F5.1 Scope of structured training

In order to avoid duplication of training facilities, the training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be provided utilising the training facility measured and paid for in accordance with the requirements of this Part F: Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- (a) The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- (b) The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Expanded Public Works Programme:

PPE BRANDING

For EPWP Projects









T-Shirt/Overall/Safety Vest Branding



Logo Options

Implementing Agent Examples



EPWP LOGO

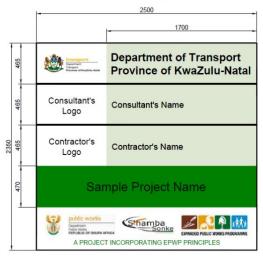


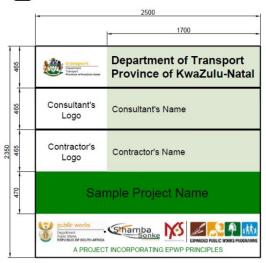
Printing on PPE

PPE (Overalls) shall be Pantone Green with/without reflective tape and shall be branded as follows:

- Implementer's Logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

Project Signboard









For further information contact:

Petronella Sithebe

Petronella.Sithebe@Kzntransport.gov.za 033-355-8023







6

PRO FORMA EPWP CONTRACT OF EMPLOYMENT

Contractor's Logo



EXPANDED PUBLIC WORKS PROGRAMME

		EPV	P CONTRACT OF	EMPLOYMEN	NT betweer	1
Employer Det	ails					
Name	C	lick or tap he	re to enter text.	Address	CI:-I	. h h h h h
Telephone			re to enter text.	1	Click of	tap here to enter text.
Email	С	lick or tap h	ere to enter text.	1		
Contact	Cl	lick or tap he	re to enter text.]		
Employee Det	tails		,	And		
Name		Click or tag	here to enter text.	Surname	Click	or tap here to enter text.
ID:			here to enter text.	Cell		or tap here to enter text.
Sex (M/F)		Male Fem	ale 🗆	Disability		No □
Primary Langu	age	Click or tag	here to enter text.	Physical		
Other Languag		Click or tap	here to enter text.	Address	Click	or tap here to enter text.
Highest Educat Level Achieved		Click or tap	here to enter text.	Local Municipali	ty	or tap here to enter text.
Other qualifica	ations	Click or tap	here to enter text.	Ward	Click	or tap here to enter text.
Grant Received	d (Y/N)	Yes □ No □]	Grant type	::	
Employment I				Click or tan	here to ente	or text
Name of project				Click or tap		
Name of project				Click or tap	here to ente	r text.
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Name of project Job Title: Duties: Contract Start	ct: Date	is:	enter text.	Click or tap Click or tap Contract	here to ente here to ente Finish Date	r text. Click or tap here to enter text.
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Name of project Job Title: Duties: Contract Start The wage per in Special Condition You must be award and not a perman any one of the followally in the contract b) Funding for c) Underperfor offence – dis	Date task/day itions re that this ent job. Ti owing reas tor does no the programance: fii smissal.	employment cont his employment co ions: ot get additional co mme in your area rst offence — fin	R Click or tap here ract is a limited term contract ontract may be terminated for ontracts from the EPWP. comes to an end. al written warning. Second	Click or tap Click or tap Contract to enter text. Payment a) You will be pa amount of word b) The amount of task to task. Y of tasks how m c) You will only b d) Payment during	here to enter here to enter here to enter Finish Date I Hour/Day/ta id a fixed amount c. f work required frou will be informed to the control of the contr	cr text. Click or tap here to enter text. Sk (Specifier to select correct rate) It stipulated above for completing a fix or the agreed rate of pay will vary from the beginning of each task or grown expected to complete per day.
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APPENDIX E - Conditions of Service

Introduction

- 1.1. 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.
- 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 an EPWP;
- c) "worker" means any person working in an elementary occupation on an 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;

 t) "tack" means a fixed quantity of work:

 The property of the property o
- 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;
- mask-rated worker means a worker paid on the basis of the number of tasks completed;
- "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- An employer may not set tasks or hours of work that require a 9.2. worker to work–
- a) more than forty hours in any week
- on more than five days in any week; and
- ii. for more than eight hours on any day.
- An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking 9.8. a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

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

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

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

9. Sick Leave

- Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
 - A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days' sick leave in a year.
- Accumulated sick-leave may not be transferred from one contract to another contract.
- An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- An employer must pay a worker sick pay on the worker's usual payday.
 - 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
- absent from work on more than two occasions in any eightweek period.
- 9.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

Employer	Employee

Province of KwaZulu-Natal **Department of Transport**

10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid
- A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work. 14.3.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave
 - four weeks before the expected date of birth; or
 - on an earlier date b)
 - 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
 - if agreed to between employer and worker; or
- III 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.
- A worker who has a miscarriage during the third trimester of 10.6. pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- A worker who returns to work after maternity leave, has the 10.7. right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

- Workers, who work for at least four days per week, are 11.1. entitled to three days paid family responsibility leave each year in the following circumstances
 - when the employee's child is born; when the employee's child is sick;
 - b)
 - in the event of a death of -C)
 - the employee's spouse or life partner;
 - the employee's parent, adoptive parent, grandparent, child, ii. adopted child, grandchild or sibling.

12. Statement of Conditions

- An employer must give a worker a statement containing the 12 1 following details at the start of employment
 - a) the employer's name and address and the name of the FPWP.
 - b) the tasks or job that the worker is to perform; and
 - the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - d) the worker's rate of pay and how this is to be calculated; the training that the worker will receive during the EPWP
- An employer must ensure that these terms are explained in a 122 suitable language to any employee who is unable to read the statement
- 12.3. An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following
 - the worker's name and position;
 - in the case of a task-rated worker, the number of tasks completed by the worker;
 - in the case of a time-rated worker, the time worked by the worker;
 - payments made to each worker.
 - 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- A task-rated worker will only be paid for tasks that have been completed.
- 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.
- A time-rated worker will be paid at the end of each month. 14 4
- Payment must be made in cash, by cheque or by direct 14.5. deposit into a bank account designated by the worker.
- Payment in cash or by cheque must take place 14.6
 - at the workplace or at a place agreed to by the worker, a)
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - in a sealed envelope which becomes the property of the C) worker.
- An employer must give a worker the following information in 14 7 writing
 - the period for which payment is made;
 - the numbers of tasks completed or hours worked; b)
 - C)
 - the worker's earnings; any money deducted from the payment; d)
 - the actual amount paid to the worker. e)
- If the worker is paid in cash or by cheque, this information 14.8. must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
 If a worker's employment is terminated, the employer must
- 14.9. pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- An employer may not deduct money from a worker's payment 15.1. unless the deduction is required in terms of a law.
- An employer must deduct and pay to the SA Revenue 15.2 Services any income tax that the worker is required to pay.
- 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned
- An employer may not require or allow a worker to -15 4
 - repay any payment except an overpayment previously made by the employer by mistake;
 - state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - pay the employer or any other person for having been employed.

16. Health and Safety

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

17. Compensation for Injuries and Diseases

Province of KwaZulu-Natal Department of Transport

- 17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3. The employer must report the accident or disease to the Compensation Commissioner.
- 17.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18. Termination

- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

- 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;
 - any other information agreed on by the employer and worker. Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer

mployee

EPWP DATA COLLECTION TOOL TEMPLATE (PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
	Project Details	
Profile ID	Generated by the system	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community	
	benefiting from the project	
<u>Duration</u>		
Project Start Date	Planned Start date of the particular contract	
Project End Date	Planned End date of the particular contract	
Estimated Budget	Overall Contract budget (excluding professional fees) for Current Financial Year	
	Project Location	
Province	In which province is the project implemented?	KZN
District Municipality	Under which District Municipality does this project falls?	
Local Municipality	Under which Local Municipality does this project falls?	
Latitude (in decimal format)	Is generated by the system	
Longitude (in decimal format)	Is generated by the system	
	Project Location per site	
Locality name	Where exactly is the project implemented? (Ward name)	
Subplace	Town / Village	
Ward	The project site is located in which ward?	
Government facility	Landmark near the project (Post office/school/clinic/library)	
Spatial Data Type	Geopoint (structure)/ Line (road)/ Polygon(area)	
Site physical address	Physical address of the site office	
	Public Body Details	
Public body sphere	In which sphere is the project implemented? (National, Provincial or Municipal)	Provincial
Reporting public body that is the project owner (and will report on the project)	Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)	KZN Department of Transport
Department in the Public body that is responsible for the project	Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety etc.)	KZN Department of Transport
Implementing public body type	In which sphere is this project implemented? (Metro, Distr, Mun, National or Provincial Dept.)	Provincial
Public body that will implement the project	Which institution that implements the project?	KZN Department of Transport
	Project Implementation	
Is this the project on the municipal IDP	Yes / No	N/A
IDP reference number allocated to the project	The number reflected in your Municipal IDP document	N/A
	EPWP Details	
EPWP Sector	The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)	Infrastructure
EPWP Programme	The project is implemented under which programme?	
EPWP Sub Programme	The project is implemented under which subprogramme?	

EPWP BUSINESS FORM			
Field requested	Description if needed	Please complete the sections in white	
Project Details			
Profile ID	Generated by the system		
Project Name	The name of the project		
Project Reference Number	Contract number		
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project		
	Duration		
Project Start Date			
Project End Date			
Estimated Budget	Project Budget		
	Project Location		
Province		KZN	
District Municipality	Under which District Municipality does this projects falls		
Local Municipality	Under which Local Municipality does this projects falls		
Latitude (in decimal format)	GPS coordinates		
Longitude (in decimal format)			
	Public Body Details		
Public body sphere	Such as Municipal or Provincial	Provincial	
Reporting public body that is the project owner (and will report on the project)	Which Department approved the project in (education, Health etc.)	KZN Department of Transport	
Department / Unit in the Public body that is responsible for the project	Which Department budgeted for the project e.g. Education, Health Directorate	KZN Department of Transport	
Implementing public body type	Example(Local Municipality, Distr. Mun or Provincial Dept.	Provincial	
Public body that will implement the project	Infrastructure, Environment or Social	KZN Department of Transport	
Is this project on the Municipal IDP	Municipal projects	N/A	
IDP reference number allocated to the project		N/A	

	EPWP Details	
	The project is implemented in which sector?	
EPWP Sector	(Infrastructure, Environment & culture, Non-state or Social)	Infrastructure
EPWP programme	The project is implemented under which programme?	
EPWP Sub Programme	The project is implemented under which sub- programme?	
	Budget Amount-(Allocations for the p	project duration)
Funding Body	Which Dept. is funding the project	KZN Department of Transport
Funding Year	Financial year/s for the project	
Total Budget Amount	(Exclude Professional Fees)	
Incentive Grant(e.g. landcare / EPWP grant)	Grant funding received	
Total wages paid for the duration of the projects	What amount will be spent on wages during the duration of the project	
Wage Rate	Daily Wage rate to be paid during productive work	
Stipend Rate	Daily wage rate to be paid during training	
UIF	The amount being paid to UIF (if applicable)	
COIDA	The amount being paid to COIDA(if applicable)	
Training	What amount will be spent on training	
Administration	The Administration costs	
Equipment and materials	Budget for Materials and Equipment	
Other	If other where chosen describe the other Such as Professional fees)	
Describe other		
	Project Outputs and Train	ning
Planned Primary Output	eg walkways, gabions, kerb * channel, km of road constructed	
Description of Planned Primary Output	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m², m³, km, no, ha etc	
Planned primary output quantity	Specify the quanity of output planned	
Number of persons to be trained	How many persons are targeted for on job training	

	Contact person	
Title		
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical		
Address 1		
Physical		
Address 2	Person responsible for the Project in the Public Body	
Physical	(Project Manager)	
Address 3		
Physical		
Address 4		
Postal		
Address 1		
Postal		
Address 2		
Postal		
Address 3		
Postal		
Address 4		
Position of		
person		

Participant's personal details							Grants		erience/ eracy	Locat Deta	tion ails	Nation- ality	Но	usehold [Details	Quality Check									
No	First Name as per ID	Initials	Surname	ID number	Disability (Y/N)	Education Level	Start Date	End Date	Language ID	Address	Cell Number	Government Grant (Y/N) and Type	Other Language 1	Other Language 2	District Municipality	Local Municipality	Nationality (RSA/ Non- RSA)	Number of people in Household	Number of Dependants in Household	Number of Children attending	Picture Clear	Text clear	Certification within 3 months of employment	Clear certification Stamp	Commissioner details clear

						Participa	ant Training Da	ata					
Course ID	Course Name	Code	Training category (Accredited / non- accredited)	Type of training course (Unit standard, Trade Titles, Short courses, Public body specific)	Start	End (for the entire training duration)	Number of Trainees	Number of Days	Cost (for the entire training course)	Status of training (Not started, In progress, Completed)	Training Provider Name	Training Provider Contact Number	Training Provider Address
-													

	EPWP Monthly Progress Form	
Field requested	Description if needed	Please complete the sections in white
	Project Details	
Profile ID	full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full descripton of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
	Month	
Reporting Month		April
	Budget Expenditure	
Cumulative Expenditure Amount	What is the Overall amount spend on this project?	
Current Expenditure Amount	What is the amount spend including all grants for this month?	
Wages	How much paid on wages for this month only?	
UIF	How much paid on UIF for this month only?	
COIDA	How much paid on COIDA for this month only?	
Stipends for training	Amount paid to participants whilst on training (this month only)	
Amount spent on service providers for training	How much paid to service providers for training for this month only?	
Training	Total Cost of training for this month? (number captured on ERS)	
Administration	How much paid on administration for this month only?	
Equipment and materials	How much paid on equipment and materials for this month only?	
Other	How much paid on other?	
Describe other	Be specific e.g. Consulting fees, Transport etc.	
Project output description	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m², m³, km, no, ha etc	
Cumulative primary output achieved	Since the onset of the project	
Quantity Achieved	enter numeric output for this month only	
Percentage achieved	How much work done / achieved in percentages?	
	EPWP Branding	
Branding compliant	Yes / No	
Date that the branding was provided	When was the project branded?	
Has a photo of project branding been provided?	Yes / No	
First name of Official Who Branded Project	Official Name	
Surname of Official Who Branded Project	Official Surname	
Phone number of official who erected branding for the project	Official contact number	
Give the public body reference and name, and organisational details of the person that provided branding.	Public body details (reference & name)	

Department of Transport

First Name	Initials	Surname	ID number	Date Of Birth	Wage Rate	Total Paid Days	Amount Paid	Work Days	Training Days Paid	Training Days Non Paid	Total Training Days	Training Course ID	Project Profile ID	Month	Year	Beneficiary Code



The Attendance Register for on-site Workers

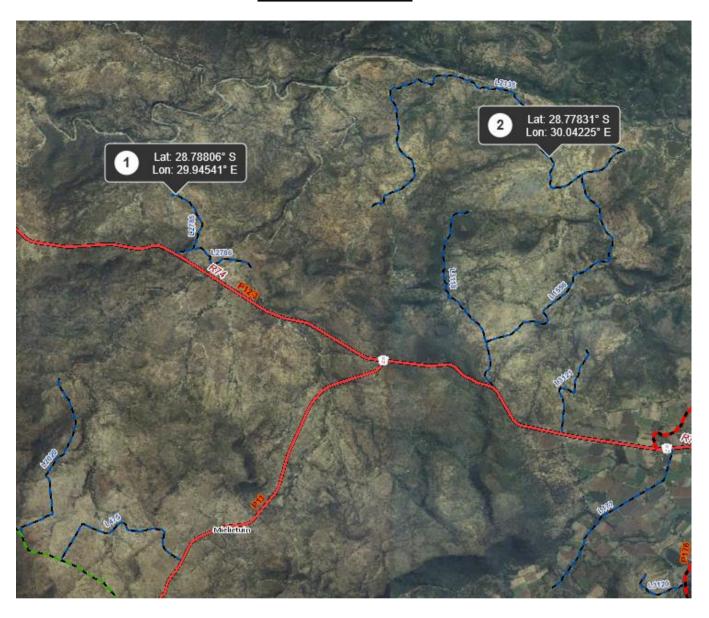
Reporting month:	 	 				Mob	ile No	o:	
Project Name:	 	 				Con	tract	no:	
Surname:	 	 							
First Name:	 	 	-						
IDENTITY NUMBER:									

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
WEEK 1						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK O						
WEEK 2						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
MEERO						
WEEK 3						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 4						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
FRIDAT						
WEEK 5						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
Total Days work	ed	•	•	•		

PART C4: SITE INFORMATION

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C4.2	EXAMPLE OF CONTRACT SIGNBOARD DETAILS	C132
C4.3	EXISTING SERVICES REPORT	C134
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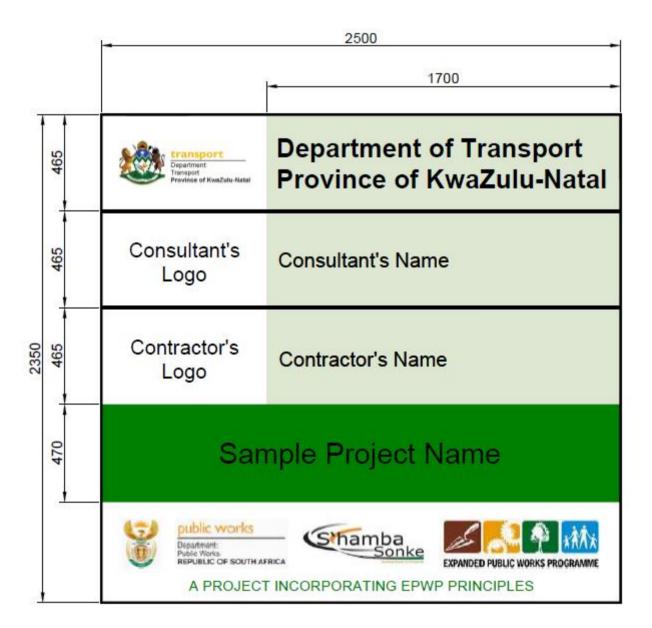
C4.1 LOCALITY PLAN



C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS

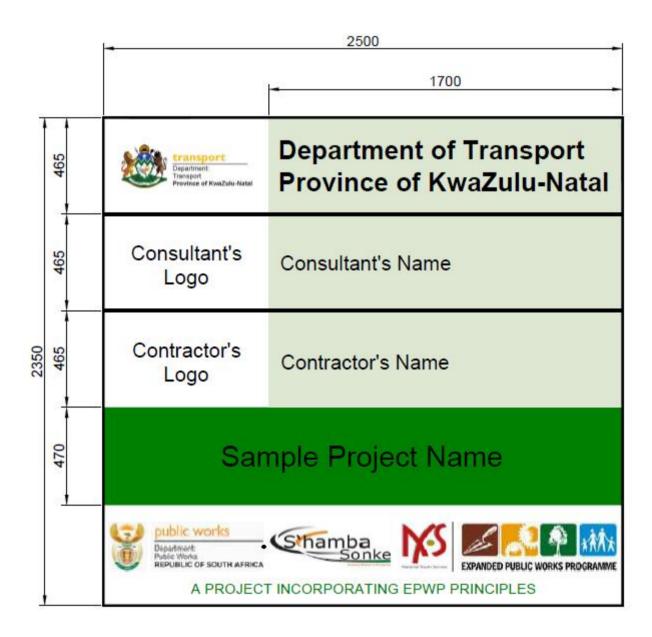
C4.2.1 CONTRACT SIGNBOARD FOR USE WHEN THE NYS PROGRAMME IS NOT REQUIRED:

Note: The "S'hamba Sonke" logo, as indicated below, shall appear on the signboard for Provincial Road Maintenance Grant (PRMG) contracts only. In all other cases it shall be omitted.



C4.2.2 CONTRACT SIGNBOARD FOR USE WHEN THE NYS PROGRAMME IS REQUIRED:

Note: The "S'hamba Sonke" logo, as indicated below, shall appear on the signboard for Provincial Road Maintenance Grant (PRMG) contracts only. In all other cases it shall be omitted.



C4.3 EXISTING SERVICES REPORT

1. Location of services

The known services on the site include: None

2. Liaison with service owners

Immediately after the site has been handed over to the Contractor and prior to the commencement of any construction work on the site, the Contractor shall arrange a meeting with the relevant authorities to establish the exact location of the various services affected (if any), to plan the necessary services relocations (if required) and to obtain contact details for the service owners' technical and emergency staff.

Where services relocations are required, the Contractor shall arrange regular planning meetings with the service owners until such time as the services have been relocated and commissioned and the existing services uplifted and removed.

3. Protection of existing services

Prior to the commencement of any construction work on the site, the Contractor shall establish markers at 50 m centres (or closer where necessary), clearly delineating the routes traversed by the services within the road reserve as confirmed by the service owners.

Excavation operations shall commence only after the existing services within or in the near vicinity of the excavations have been suitably protected against damage.

The Contractor shall take particular care when carrying out blasting, pneumatic or mechanical breaking, and general excavation operations in the vicinity of the services, and subcontractors, foremen and plant operators shall be fully briefed on precautionary measures to be taken before excavation commences in these areas.

4. Relocation of services

Should any services need to be relocated, the Contractor shall be required to assist the service owner with programming, organising and carrying out the relocation work, in order to minimise any delays in the construction.

5. Payment for the services relocation work

A provisional sum has been provided under section 1200 of the bill of quantities to cover the costs of any protection, relocation, realignment, removal or replacement of services that may arise.

C4.4 CONDITIONS ON SITE: MATERIALS INFORMATION

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C4.4.4	MATERIALS FOR CONSTRUCTION	C136

C4.4.1 DISCLAIMER

The information in this document records the results of investigations done and various tests carried out on materials encountered in the existing road. The results are given in good faith and there is no warranty that the results are entirely representative of all the materials that may be encountered, the intention being to give an indication of the materials likely to be encountered.

No responsibility for any consequence arising from variation between the actual material properties and those indicated in this document will be accepted.

The specification and contract drawings shall always overrule this part of the contract documents.

C4.4.2 GENERAL DESCRIPTION OF ROAD

The existing road is gravel road with a nominal width of +/-7 metres. The overall length is approximately 17 km of which 10 km is dealt with in this document. The road is normally used by the local resident within the Sandlwana community.

C4.4.3 BORROW PIT INVESTIGATION

xxi

The borrow pit to be used yet to be finalised by landowners and the client.

C4.4.4 MATERIAL FOR CONSTRUCTION

xxii C4.4.4.1

Wearing Coarse Material (G7)

All the wearing coarse material (G7) will be sourced on the local borrow pit that will be identified by the client.

xxiii C4.4.4.2 Crushed stone base

The G2 required for the construction of the crushed stone base shall be obtained from commercial sources.

The nearest commercial sources are Lancaster Crushers near Ulundi and Lafarge at Empangeni (Bay Stone/Ninians).

Results of tests done by site laboratories on material supplied from these sources are supplied in Appendix A4.

Test results showed that the gradings of the G2 material from Lancaster Crushers and the G1 material from Lafarge were on the coarse side of the specified grading envelopes. Blending with fines is likely to be required to ensure the material conforms to the standard specifications.

xxiv C4.4.4.3 aggregate, gabion stone and stone for erosion

Concrete and surface seal protection works

Crushed stone shall be obtained from commercial source. The nearest commercial sources are Lancaster Crushers near Ulundi and Lafarge at Empangeni (Bay Stone/Ninians).

Results of tests done by site laboratories on material supplied from these sources are supplied in Appendix A4.

Test results showed that the grading of the 20,0mm surfacing stone sampled from Lafarge is oversize with respect to the requirements of Table 4302/8 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

xxv C4.4.4.4 Natural sand

No specific source of sand was identified. The Contractor will have to make his own arrangements for the procurement of suitable sand for concrete, drainage and other construction purposes from commercial sources.

xxvi C4.4.4.5 Water

No specific source of water for construction purposes is identified. The Contractor will have to make his own arrangements in this regard. Water may be available from local rivers and streams but the Contractor will have to make suitable arrangements for access as required as well as for the necessary testing to prove its suitability.

C4.5 TRAFFIC INFORMATION

None

C4.6 ANY OTHER RELEVANT TECHNICAL REPORTS

None

ANNEXURE A: GUIDELINES FOR CONSTRUCTION AND MAINTENANCE PROJECTS DURING COVID-19 LOCKDOWN



PROJECT SITE OCCUPATIONAL HEALTH AND SAFETY

GUIDELINES FOR CONSTRUCTION AND MAINTENANCE PROJECTS DURING COVID-19 LOCKDOWN

Revision 1/1 July 2020

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1 INTRODUCTION

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. In order to reduce the impact of COVID-19 on businesses, workers, customers and the public, the Kwazulu-Natal Department of Transport (KZNDOT), within the parameters of the COVID-19 regulatory framework, want to ensure that all those businesses, workers, customers and public it's interacting with are in compliance to the requirements as stipulated to ensure a safe work-environment for all.

On 23 April 2020, President Cyril Ramaphosa addressed the nation and announced that the country would resume economic activity in a phased approach from 1 May 2020. The lockdown levels depicted by Figure 1 below, will be lifted in phases, level 5 the highest and level 1 being the lowest as depicted below:



Figure 1: COVID-19 Alert Levels

1.1 BACKGROUND

Occupational Health and Safety are a fundamental segment of the construction industry. Safety must be embedded in all processes, implementing a top down approach, enabling the adoption of a safe and healthy working culture by all. Individual businesses or workplaces must have COVID-19 risk assessments and prevention and mitigation plans in place, and must conduct worker education on COVID-19 and protection measures:

- Identification and protection of vulnerable employees
- Safe transport of employees
- Screening of employees on entering the workplace
- Prevention of viral spread in the workplace
- Hand sanitisers and face masks
- · Cleaning of surfaces and shared equipment
- Good ventilation
- Shift arrangements and canteen controls
- Managing sick employees

In addition to the above, monitoring systems must be in place to ensure compliance with safety protocols and to identify infections among employees.

1.2 PURPOSE

This document sets out the key principles and minimum requirements of the KZNDOT that define responsible, healthy and safe operations for road construction related operations working under COVID-19 Lockdown. The present state of the lockdown is geared toward the revival of economic activities and to allow employees involved in permitted services to resume work under certain conditions. This COVID-19 guidance has been developed on the basis of traditional infection prevention and occupational hygiene practices.

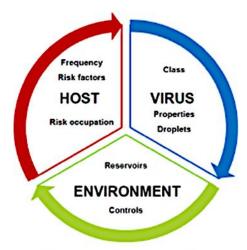
1.3 OBJECTIVES

The aims of this document are to:

- Keep workers and the wider public healthy and safe by preventing the spread of COVID-19.
- Apply relevant guidance from the Department of Health, Department of Employment and Labour and other Government Authorities to the construction environment.
- Encourage a safe and respectful work environment and good communication between all stakeholders.
- Sit alongside existing health and safety controls to ensure workers are safe on site.

Contractors and their employees should use this guidance to help identify risk levels on construction sites and to identify any appropriate control measures to be implemented. Additional guidance may be needed as the conditions of the COVID-19 outbreak change and as new information about the virus, its transmission and impact become available. It focuses on, as well as considerations for, the need for contractors to implement engineering, administrative and work practice controls and personal protective equipment (PPE).

2 RISK ASSESSMENT



Different workers have different risk exposures

The legislation governing workplaces in relation to COVID –19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, and with the Hazardous Biological Agents Regulations and the Construction Regulation 2014. Section 8(1) of the Occupational Health and Safety Act, Act 85 of 1993, as amended, requires the employer to provide and maintain a working environment that is, to the extent possible reasonably practicable, as amended. Specifically, Section 8(2)(b) requires steps that may be reasonably practicable to eliminate or mitigate any hazard or potential hazard prior to the use of personal protective equipment (PPE).

2.1 BACK TO BASICS

Risk Assessment should be done to determine the **RISK** of **EXPOSURE** and to communicate this to the **WORKERS**.

Figure 2: Risk Exposures

2.2 IMPLEMENTATION OF CONTROL MEASURES

Before the implementation of control measures, current risk assessments need to be reviewed and updated, taking into account the new hazards posed by exposure to COVID-19 in the workplace. This is in accordance with Section 8 (2) (d) of the OHS Act.

With COVID-19, it may not be possible to eliminate the hazard, the most effective protection measures are engineering controls, administrative controls, safe work practices (a type of administrative control), and Personal Protection Equipment

Measures for protecting workers from exposure to, and infection with, SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19), depend on the type of work being performed and exposure risk, including potential for interaction with people with suspected or confirmed COVID-19 and contamination of the work environment.

Contractors should adapt infection control strategies based on a thorough hazard assessment, using appropriate combinations of engineering and administrative controls, safe work practices, and personal protective equipment (PPE) to prevent worker exposures.

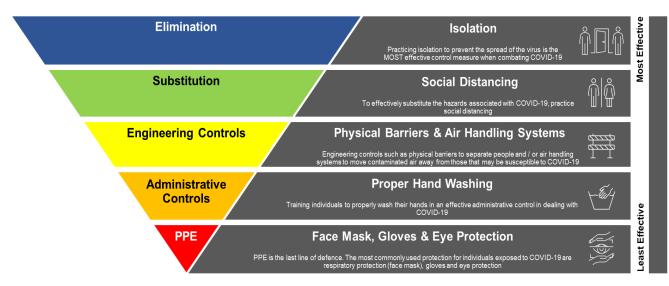


Figure 3: Infection Control Strategies

In preventing occupational exposure to COVID-19 also require Contractors to train workers on elements of infection prevention, including PPE. This would assist Contractors to identify:

- Exposure Levels
- "High Contact" Activities, and
- Vulnerable Workers and Special Measures

Contractors are expected to undertake and champion the principles of constantly focussing on eliminating or reducing the risk of COVID-19 transmission to an acceptable level, engaging meaningfully with their workforce, and making worker health a key priority. A Baseline Risk Assessment is included under Appendix D: COVID-19 Baseline Risk Assessment.

3 SITE OPERATING PROCEDURES

KZNDOT Construction sites operating during the Covid-19 pandemic need to ensure that they protect their workforce and minimise the risk of infection spread. In line with government guidelines on social distancing, this guideline is intended to implement effective steps at all KZNDOT construction sites of any size. These are extraordinary situations, and the KZNDOT intends to abide to the latest COVID-19 advice from national government.

3.1 SELF-ISOLATION

Anyone who meets one of the following criteria should not come to site:

- Has a high temperature or a new persistent cough;
- Is a vulnerable person (by virtue of their age, underlying health condition, clinical condition or pregnancy); or
- Is living with someone in self-isolation or with a vulnerable person.

3.2 IF SOMEONE FALLS ILL

If a worker develops a high temperature or a persistent cough while at work, they should:

- Return home immediately;
- Avoid touching anything; and
- Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough and sneeze into the crook or into the bent elbow.

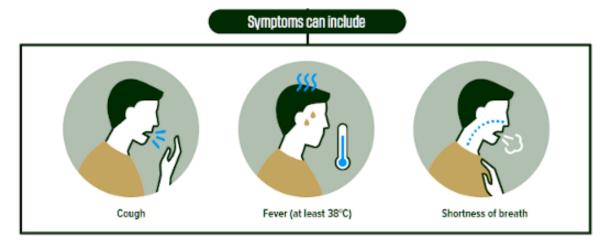


Figure 4: Symptoms of COVID-19

They must self-isolate and not return to work until their period of self-isolation has been completed and his or her negative status has been confirmed.

3.3 TRAVEL TO SITE

Wherever possible workers should travel to site alone using their own transport, and construction sites need to consider:

- Parking arrangements for additional cars, taxis, buses, etc;
- Other means of transport to avoid public transport e.g. cycling;
- They must ensure disinfecting the alternative transport before and after use; and Public Transport Regulations in respect of COVID-19 are adhered to;

- Providing hand cleaning facilities at entrances and exits. This should be soap, water and paper towels (and not fabric towels) wherever possible or hand sanitiser if water is not available; and
- How someone detected vulnerable after screening, taken ill and would get transported home.

3.4 SITE ACCESS POINTS

- Stop all non-essential visitors
- People, be it workers or visitors, without relevant face masks should not be allowed to enter construction sites; and workers should wear face masks at all times.
- Introduce staggered start and finish times to reduce congestion and contact at all times
- Monitor site access points to enable social distancing you may need to change the number of access points, either increase to reduce congestion or decrease to enable monitoring
- Remove or disable entry systems that require skin contact e.g. fingerprint scanners
- Require all workers to wash or clean their hands before entering or leaving the site or as frequent as possible
- Allow plenty of space (two metres) between people waiting to enter site
- Regularly clean common contact surfaces in Site Office, Access Control and delivery areas e.g. scanners, turnstiles, screens, telephone handsets, desks, particularly during peak flow times
- Reduce the number of people in attendance at site inductions and consider holding them outdoors wherever possible
- Drivers should remain in their vehicles if the load will allow it and must wash or clean their hands before unloading goods and materials.

3.5 HAND WASHING

- Provide additional hand washing facilities to the usual welfare facilities on a large spread out site or significant numbers of personnel on site
- Ensure soap, fresh water and paper towels is always readily available and kept topped up
- Provide hand sanitiser where hand washing facilities are unavailable
- Regularly clean the hand washing facilities and check soap and sanitiser levels
- Provide suitable and enough rubbish bins for hand paper towels with regular removal and disposal.
- Sites will need extra supplies of soap, hand sanitiser and paper towels and these should be securely stored.

3.6 TOILET FACILITIES

- Restrict the number of people using toilet facilities at any one time e.g. use a welfare attendant
- Wash hands before and after using the facilities
- Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush handles or buttons
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently
- Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal.

3.7 CANTEENS AND EATING ARRANGEMENTS

Whilst there is a requirement for construction sites to provide a means of heating food and making hot drinks, these are exceptional circumstances and where it is not possible to introduce a means of keeping equipment clean between use, kettles, microwaves etc. must be removed from use.

The workforce should also be required to stay on site once they have entered it and not use local shops.

- Dedicated eating areas should be identified on site to reduce food waste and contamination
- Break times should always be staggered to reduce congestion and contact
- Hand cleaning facilities or hand sanitiser should be available at the entrance of any room where people eat and should be used by workers when entering and leaving the area
- The workforce should be asked to bring pre-prepared meals and refillable drinking bottles from home
- Workers should sit 2 metres apart from each other whilst eating and avoid all contact
- Where catering is provided on site, it should provide pre-prepared and wrapped food only
- Crockery, eating utensils, cups etc. should not be used
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced
- Tables should be cleaned between each use
- All rubbish should be put straight in the bin and not left for someone else to clear up
- All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.

3.8 CHANGING FACILITIES, SHOWERS AND DRYING ROOMS

- Always introduce staggered start and finish times to reduce congestion and contact
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day
- Consider increasing the number or size of facilities available on site if possible
- Based on the size of each facility, determine how many people can use it at any one time to maintain a distance of 1 ½ metres
- Provide suitable and enough rubbish bins in these areas with regular removal and disposal.

3.9 AVOIDING CLOSE WORKING

There will be situations where it is not possible or safe for workers to distance themselves from each other by 1.5 metres.

3.10 GENERAL PRINCIPLES

- Non-essential physical work that requires close contact between workers should not be carried out
- Work requiring skin to skin contact should not be carried out
- Plan all other work to minimise contact between workers
- Re-usable PPE should be thoroughly cleaned after use and not shared between workers
- Single use PPE should be disposed of so that it cannot be reused
- Stairs should be used in preference to lifts or hoists
- Where lifts or hoists must be used:
 - Always lower their capacity to reduce congestion and contact
 - o Regularly clean touchpoints, doors, buttons etc.
- Increase ventilation in enclosed spaces
- Regularly clean the inside of vehicle cabs and between use by different operators.

3.11 SITE MEETINGS

- Only absolutely necessary meeting participants should attend
- Attendees should be two metres apart from each other
- Rooms should be well ventilated / windows opened to allow fresh air circulation
- Consider holding meetings in open areas where possible.

3.12 SITE MEETINGS

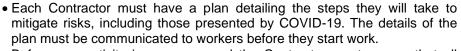
Enhanced cleaning procedures should be in place across the site, particularly in communal areas and at touch points including:

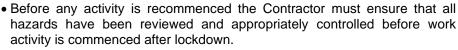
- Taps and washing facilities
- Toilet flush and seats
- Door handles and push plates
- Handrails on staircases and corridors
- Lift and hoist controls
- Machinery and equipment controls
- Food preparation and eating surfaces
- Telephone equipment
- Keyboards, photocopiers and other office equipment

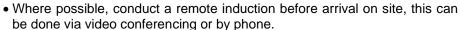
Rubbish collection and storage points should be increased and emptied regularly throughout and at the end of each day.

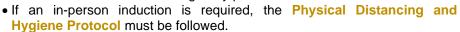
4 CONSTRUCTION PROTOCOLS

The core principle behind this "Construction Protocols" is to protect the health and safety of all workers required to perform duties during the COVID-19 crisis, including related health and safety impacts on operations related to operating under a COVID-19 environment, as well as protecting the wider KwaZulu-Natal population from transmission and spread of the virus.







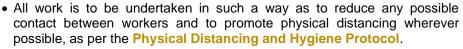


- All workers shall undergo a screening process to ensure they are fit for duty by confirming their health status.
- Contractors must understand how workers will travel to and from site and will communicate the **Site Transportation Protocol** to all.
- Ensure all workers understand when additional PPE may be required due to COVID-19 and that workers have access to the correct PPE as per the Department of Employment and Labour guidelines. When required to use face masks or gloves please follow these processes.
- Only relevant personnel to the workplace are to access the site.
- All office employees supporting a project will work remotely, where possible.
- A daily register of workers entering and leaving site must be completed along with a health declaration. Use your existing sign in register or the example Sign-in register.
- Signage reminding workers of the COVID-19 Physical Distancing and Hygiene Protocol will be posted at the site entrance and in common areas where appropriate.



Before arriving on Site





- All visitors to the site, such as necessary delivery workers, will be restricted to one person wherever possible. These workers must follow the Site Transportation Protocol.
- All offices and jobsites must implement cleaning measures as per the Cleaning Protocol.
- All tools, equipment, plant and vehicles must be used in alignment with the Cleaning Protocol.
- Toolbox talks should be held with physical distancing in place as per the Physical Distancing and Hygiene Protocol.
- Additional sanitary measures are to be implemented on site to prevent the spread of COVID-19 e.g. hand washing stations, provision of additional hand sanitizer, provision of disinfectant wiping products, as per the Physical Distancing and Hygiene Protocol.
- Smokers must follow the Physical Distancing and Hygiene Protocol.
- A COVID-19 Response plan must be available and accessible on site.





Leaving Site

- Workers must use the sign-in register to sign out.
- When returning home, workers will need to follow the necessary hygiene measures.
- Each site must be cleaned and sanitised at the end of the working day or end of each shift, as per the Cleaning Protocol.
- All waste and disposable PPE must be removed from site and securely disposed of as per the Cleaning Protocol.
- Workers must follow the Site Transportation Protocol.

4.1 PHYSICAL DISTANCING AND HYGIENE PROTOCOL

Physical distancing, also known as "social distancing", is about keeping a safe distance from others. For physical distancing, at least one and ½ metre's separation is required at work, and two metres in uncontrolled environments, like in public. This aligns with World Health Organisation advice. We expect one and ½ metre's separation between people at work as the minimum and greater separation where it is reasonably practicable to do so. This is important to help protect us from COVID-19, which spreads via droplets from coughing and sneezing.

General Working Arrangements

- Keep team sizes as small as possible.
- Keep a record of who is in each team every day as it is required to assist contact tracing.
- Site teams are encouraged to put forward split/alternating shifts to avoid extensive intermingling to reduce potential of exposure.
- Work site is always to be segregated into zones (or by other methods) as much as possible to keep different teams/trades physically separated.
- Where possible, a one-way system in high-traffic areas, such as lifts, stairwells and scaffolds (Where Applicable).
- Where practical, all office employees supporting a project, work remotely.
- When using a vehicle, the Cleaning Protocol needs to be followed.
- When using a vehicle, limit this to one/two person per vehicle if possible.

External One member of the crew nominated to receive supplies etc. Interfaces Keep the engagement with the other person as brief as possible and maintain a two-metre physical distance. Ask for paperwork to be emailed rather than handed over as much as possible. If unavoidable, then either wear gloves when handling the item or wash hands before and after handling said items. Site Entry Limit visitors to site wherever possible. Introduce staggered start and finish times where possible to reduce congestion and contact. Monitor site access points to enable physical distancing – you may need to change the number of access points, increase to reduce congestion or decrease to enable monitoring. Where entry systems that require skin contact, the Cleaning Guide must be followed. Require all workers to wash or clean their hands before entering and leaving the site. Allow plenty of space 1½ metres between people waiting to enter site. Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners, turnstiles, screens, telephone handsets, desks, particularly during peak flow times. Where possible, conduct a remote induction before arrival on site, this can be done via video conferencing or by phone. If an in-person induction is required, reduce the number of people and hold them outdoors wherever possible. Delivery drivers should remain in their vehicles if the load will allow it and must wash or clean their hands before unloading goods and materials. Any sign in registers should be recorded by one person where possible do not pass material around the group and minimise contact with any Site Meetings Only absolutely necessary meeting participants should attend. Attendees should be two metres apart from each other Rooms should be well ventilated / windows opened to allow fresh air circulation. Hold meetings in open areas where possible. Meetings are to be held through teleconferencing or videoconferencing where possible. **Avoiding Close** Risk assessments and method statements must be updated to include Working COVID-19 control measures. At least 1½ metre's separation is required at work. KZNDOT expect 1½ metre separation between people at work as the minimum and greater separation where it is reasonably practicable to do so. If it is not possible or safe for workers to distance themselves by one metre for a work activity, the works should not be carried out. Re-usable PPE should be thoroughly cleaned after use and not shared between workers. Single use PPE should be disposed of so that it cannot be reused. Stairs should be used in preference to lifts or hoists. Where lifts or hoists must be used: Lower their capacity to reduce congestion. Regularly clean touchpoints, doors, buttons etc.

Increase ventilation in enclosed spaces

Toilet Facilities Physical distancing rules apply to the use of shared facilities, including Wash hands before and after using the facilities. Enhance the cleaning regimes for toilet facilities particularly door handles. locks, toilet flush and sanitary bins. Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal. Eating If you need to leave site for any reason, follow site entry procedures on Measures return. Dedicated eating areas should be identified on site to reduce food waste and contamination. Break times should be staggered to reduce congestion and contact at all times. Hand cleaning facilities or hand sanitiser should be available at the entrance of any room where people eat and should be used by workers when entering and leaving the area. The workforce should be asked to bring pre-prepared meals and refillable drinking bottles from home. Workers should sit 2 metres apart from each other whilst eating and avoid all contact. Where catering is provided on site, it should provide pre-prepared and wrapped food only. Shared crockery, eating utensils, cups etc. should not be used. Tables should be cleaned between each use. All rubbish should be put straight in the bin and not left for someone else to clear up. All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles. Limit access and use of water fountains. Consider numbers on site for site facilities as physical distancing may require additional space/facilities. Changing Introduce staggered start and finish times to reduce congestion and contact Facilities, at all times. Showers and Introduce enhanced cleaning of all facilities throughout the day and at the **Drying Rooms** end of each day. Consider increasing the number or size of facilities available on site if possible. Based on the size of each facility, determine how many people can use it at any one time to maintain a distance of one metre. Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal. General Each worker must sanitise their hands with hand sanitiser or soap and Hygiene running water before entry onto site, use warm water if available. Set up a specific place near the entry of the site for handwashing and/ or sanitising. Any personal items brought to site by workers must be segregated (kept separate from other workers items). Individual PPE for workers must be kept separate from other workers PPE and cleaned correctly as per the Cleaning Protocol. All eating and drinking utensils to be cleaned by the user. Have paper towels accessible to dry. **Smoking** Smokers/vapers must use designated area or do so off-site and butts are to be placed in the designated receptacle. Hands must be washed before and after smoking. Stand so that smoke or vapor produced is not going into another person's breathing zone.

Hand Washing

- Provide additional hand washing facilities to the usual welfare facilities on large, spread out sites or significant numbers of personnel on site.
- Ensure soap and fresh water is readily available and kept topped up at all times.
- Provide hand sanitiser where hand washing facilities are unavailable.
- Regularly clean the hand washing facilities and check soap and sanitiser levels.
- Sites will need extra supplies of soap, hand sanitiser and paper towels and these should be securely stored.

4.2 SITE TRANSPORTATION PROTOCOL



Employers are required to have an understanding of how workers will travel to and from site.



Workers are to travel to the site one person per vehicle where possible.



Log is to be kept recording who has arrived on site, how they travelled and who they travelled with for contact tracing purposes.



Workers must travel home in the same vehicle as they arrived in.



Handwashing protocols to be observed before entering site.

Any travel managed by the employer should ensure that adequate steps can be achieved for this transport which includes:

Workers travel

to site



Allowing for spaces between passengers.



Hygienic washing of hands before and after the journey.



Follow Vehicle Cleaning Procedures as per the Cleaning Protocols.



Restricting equipment and baggage to trailers and or separate parts of the vehicle.



Deliveries to site should be delivered by one person only where possible.



Handwashing protocols to be observed once arrived at site.

Deliveries to site



Sign-in register must be completed for persons delivering goods to site.



1,5 m physical distancing rules to be applied at all times.

4.3 CLEANING PROTOCOL



Construction Sites operating under Coronavirus COVID-19 Lockdown need to ensure they are protecting their workforce and minimising the risk of spread of infection.

Key Cleaning Tips

All construction sites (offices and jobsites included) should implement additional cleaning measures of common areas to help minimise the spread of COVID-19. Consider your work environment and what is frequently used and touched by workers, customers and others. The virus can be spread from person to person or by touching unclean equipment or surfaces. To stop the spread, focus efforts on cleaning areas where the virus is more likely to spread, such as the kitchen and toilet.

- · Schedule regular cleaning.
- Use a suitable cleaning product.
- Use disposable cloths, if available.
- Always wear disposable gloves when cleaning. When finished, place used gloves in a rubbish bin.
- Wear disposable gloves while handling soiled items.
- Wash hands immediately after removing gloves or after handling these items.

Physical distancing should also be practiced when cleaning offices and jobsites. Refer to the **Physical Distancing and Hygiene Protocol** for more information.

Disinfecting Cleaning Aids

Cleaning aids, such as cloths or mops, must be germ-free or they'll spread germs to other surfaces. To help prevent the spread of germs:

- Use disposable cloths or paper towels when possible.
- Reusable cloths should be disinfected or washed after each use.
- Wash brushes in a dishwasher regularly or clean with detergent and warm water after each use.
- Use two buckets for mopping one for detergent and the other for rinsing.
- Mops and buckets should be cleaned and dried after each use.

Site Cleaning

Before leaving the jobsite at the end of the working day or end of each shift, wipe down any tables/surfaces with soapy water or cleaning agents where possible. All workers must be checked out of site and record kept daily.

Common touch points may include:

- All waste and disposable PPE must be securely disposed of.
- All door handles, railings and personal workstation areas are wiped down
 with a disinfectant, such as disinfectant wipes. Individuals are responsible for
 cleaning their workstation area with disinfectant wipes.
- Clean all 'high-touch' surfaces such as desks, counters, tabletops, doorknobs, bathroom fixtures, toilets, light switches, phones, and keyboards every day with antiseptic wipes or disinfectant, including bleach solutions.

Cleaning Bathrooms, Toilets and Showers

Clean toilets with a separate set of cleaning equipment (disposable cleaning cloths, mops, etc).

Clean sinks frequently if they're used regularly. If your jobsite has a shower:

- Clean shower trays frequently, if used regularly.
- If a shower has not been used for a while, let it run with hot water before using it.
- Keep tiles and grout in good condition.
- Clean shower curtains frequently. Common toilet touch points may include:
- Keep the U-bend and toilet bowl clean by flushing after each use.
- Limescale should be regularly removed using a descaling product.
- Keep the toilet seat, handle and rim clean by using a disinfectant.

Cleaning Tools and Equipment

- Clean tools and equipment before and after each day's work with a disinfectant, concentrating on points of contact such as handles.
- Wash your hands after handling tools and equipment to prevent the spread of germs.
- If possible, don't share tools on-site. If sharing cannot be prevented, take precautions and follow the hand washing guide before and after each use.

Cleaning Vehicles

- Have dedicated drivers when using vehicles to avoid the spread of germs.
- Don't share vehicles if possible, if you need to use a shared vehicle then
 wipe down the common touched areas of the vehicle after each use (steering
 wheel, handbrake, gear stick, dashboard, handles, etc) and wash hands
 before and after using the vehicle.
- Wipe down the inside and common touched areas of the vehicle before and after each day.
- Have one person per vehicle where possible. If you are required to have more than one person then keep as much distance between people as possible, open the windows to keep air circulating and passengers to face towards the window to reduce the spread of germs.
- If you need to have multiple people in a vehicle, then where possible, split teams into groups and stay in those groups when you travel together.

Cleaning PPE

- Work clothes to be placed in washing machines and clean reusable PPE.
- Read and follow directions on the labels of laundry or clothing and detergent.
 In general, wash and dry laundry and clothing with the warmest temperatures recommended on the label.
- When handling soiled laundry wash your hands afterwards. All clothes and towels should be washed with a laundry product to prevent germs from spreading.
- Don't leave laundry in the washing machine any remaining germs can multiply rapidly.

Specialist Clean

- If a worker is unwell and removed from site, a specialist clean will be completed in the area/ areas identified where the worker was working and has accessed. These areas are to be isolated until a specialist clean has taken place.
- All equipment and vehicles used must be cleaned down and disinfected, concentrating on points of contact such as handles, steering wheels etc.

4.4 SCREENING AND MONITORING PROTOCOL

Construction Sites operating under Coronavirus COVID-19 Lockdown need to ensure they are protecting their workforce and minimising the risk of spread of infection. Screening is a method to assess the possibility of employees and visitors who may have symptoms or have been infected with COVID-19. Rigid screening of employees must take place every day before they enter the workplace. This will be the most effective way to control the spread of the virus within the workplace.

Employees should be screened for COVID-19 related symptoms and report such symptoms to a designated person and / or occupational health practitioner prior to entry into the workplace or work area in order for a decision to be made as to the staff member's continued attendance at work.

During Screening

- At the start of a workday/shift and prior to ending the workday/shift, designated persons and / or occupational health practitioner must check with employees whether they have experienced sudden onset of any of the following symptoms: cough, shortness of breath or fever/chills(or ≥ 38°C measured temperature if this is available at the worksite), in the past 24 hours as outlined in *Daily Symptom Monitoring Tool*.
- If an employee reports any of the above-mentioned symptoms, they should immediately be provided with a FFP1 surgical mask and referred to the designated staff at the workplace so that arrangements can be made for COVID-19 testing at the closest testing centre.
- If employee report any additional symptoms as outlined in the symptom
 monitoring sheet, s/he should be provided with a surgical mask and referred
 to the occupational health clinic, family practitioner or primary care clinic for
 further clinical evaluation and requirement for COVID-19 testing if indicated.
- On receiving their results, the employee and/or health professional supporting the employee should notify their workplace so that the employee is managed accordingly. The workplace should proactively take steps to obtain this information to avoid any delays in reporting.

After isolation or quarantine period

- Undergo medical evaluation to confirm that they are fit to work
- Wearing of surgical masks at all times while at work for a period of 21 days from the initial test
- Implement social distancing measures as appropriate (in the case of health workers avoiding contact with severely immunocompromised patients)
- Adherence to hand hygiene, respiratory hygiene, and cough etiquette
- Continued self-monitoring for symptoms, and seek medical re-evaluation if respiratory symptoms recur or worsen

[&]quot;Appendix C: COVID-19 Daily Symptom Monitoring Tool" is a monitoring Tool to track construction workers on a daily basis for two weeks.

ACRONYMS

PPE	Personal Protective Equipment
WHO	World Health Organization
NICD	National Institute of Communicable Diseases
RR	Residual Risk
OHSA	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

KEY TERMS & DEFINITIONS

Contractor	Is defined as a person or company that arranges to supply materials or workers for building or for moving goods.
Extremely Vulnerable Persons	Defined as someone who is solid organ transplant recipients; people with specific cancers: people with cancer who are undergoing active chemotherapy or radical radiotherapy for lung cancer; people with cancers of the blood or bone marrow such as leukaemia, lymphoma or myeloma who are at any stage of treatment; people having immunotherapy or other continuing antibody treatments for cancer; people having other targeted cancer treatments which can affect the immune system, such as protein kinase inhibitors or PARP inhibitors; people who have had bone marrow or stem cell transplants in the last 6 months, or who are still taking immunosuppressive drugs; People with severe respiratory conditions including all cystic fibrosis, severe asthma and severe COPD; People with rare diseases and inborn errors of metabolism that significantly increase the risk of infections (such as SCID, homozygous sickle cell); People on immunosuppression therapies sufficient to significantly increase risk of infection; Women who are pregnant with significant heart disease, congenital or acquired.)
Physical Distancing	Physical distancing, also known as "social distancing", is about keeping a safe distance from others.
Safe Work	
	Safe work practices are types of administrative controls that include procedures for safe and
Practices	proper work used to reduce the duration, frequency, or intensity of exposure to a hazard.
Screening	Screening is a way for health workers to find out if you may have COVID-19 or not. The health worker will ask you questions and scan your forehead to take your temperature.
Workplace	Workplace means any premises or place where a person performs work.

APPENDIX A: SAFE PRACTICES ON SITE

Using Face Masks on Site



Wash Hands First Always make sure you wash your hands thoroughly before and after touching a mask.



Masks

There are many kinds of masks, depending on the task.



The Right Side

There is a metal clip at the top of the mask.



Placement

Place the metal clip across the top of your nose.



Attach the Mask Attach the mask by pulling the elastic bands over your ears.



Stretch Down Stretch the mask down, so that it covers your chin.



Adjust

Bend the metal clip around your nose so that it sits securely.



Taking off the Mask Pull the elastic bands away from your ears.



Disposal

Always place the used mask in a closed rubbish bin for secure disposal.

Using Face Masks on Site



Any time you are completing a manual task

Use your usual work safety gloves



If you are cleaning any surfaces

Use disposable gloves for this and throw them in the bin when you finish cleaning



Avoid touching your face while wearing gloves



Remove your gloves and then wash your hands prior to eating, drinking or smoking/vaping



Practice good hand hygiene and good cough and sneeze etiquette while wearing gloves

APPENDIX B: SUSPECTED OR CONFIRMED CASE OF COVID-19

If the suspected or confirmed case of COVID-19 is at work



Isolate

Isolate the person from others and provide a disposable surgical mask, if available, for the person to wear.



Inform

Call (Insert No). Follow the advice of health officials.



Transport

Ensure the person has transport to their home or to a medical facility



Clean

Clean the area where the person was working and all places they have been. This may mean evacuating those areas. Use PPE when cleaning. Identify who at the workplace had close contact with the infected person in the 24 hours before that infected person started showing symptoms. Send those people home to isolate. Allow employees to raise concerns.



Clean

Identify



Review

person in the 24 hours before that infected person started showing symptoms. Send those people home to isolate. Allow employees to raise concerns. Clean the area where the person was working and all places they have been. This may mean evacuating those areas. Use PPE when cleaning. Review risk management controls relating to COVID-19 and review whether work may need to change. Keep employees up to date on what is

If the suspected or confirmed case of COVID-19 is not at work when diagnosed



Inform

Call (Insert No). Follow the advice of health officials.



Identify

Identify who at the workplace had close contact with the infected person in the 24 hours before that infected person started showing symptoms. Send those people home to isolate. Allow employees to raise concerns.

Clean the area where the



Clean

Allow employees to raise concerns.
Clean the area where the person was working and all places they have been.
This may mean evacuating those areas.
Use PPE when cleaning.



Review

Review risk management controls relating to COVID-19 and review whether work may need to change. Keep employees up to date on what is happening.

happening.

APPENDIX C: COVID-19 DAILY SYMPTOM MONITORING TOOL



COVID-19 DAILY SYMPTOM MONITORING TOOL

Details of Worker							ı	Details of Pers	son completing	g this form	Date com form	pleting	DD/MN	VI/YYYY	
Identifier	Date of contact	DI	D/MM/YYYY	Place last contact			Sur	name			Name				
Surname			Name	_			Rol	e			Facility na		i		
Date of birth	DD/MM/YYYY	A	ge (Y)	Sex	M 🗆 F 🗌		Em	ail address			Telephon		l		
Healthcare Y[□N□ If ye	s, facility	y name				Nex	kt of kin detai	ls				I		
Contact number(s)			Email					kt of Kin name name	e and		Next of number	Kin contact			
Physical address															
House number		St	reet				Sub	ourb			Town				
District		Pr	rovince				Pat	ient traced	Y 🗌 N 🔲				•		
Details of confirmed	COVID-19 case (Co	omplete	only if Applica	able											
	ose Casual C		elationship				Naı	-		name			of Birth DD/N		
nstructions for col mmediate arrange					_							-	-		
exposure to case.	ements for the	conect	cioni oi a coi	mbined nas	ophiarynge	ear ariu oroș	mai yngear	swab. Kele	I to COVID-	19 Quick Gi	uide on the	MICD Webs	ite ioi auui	tional detai	is. Days p
DAY			2	3	4	5	6	7	8	9	10	- 44	12	42	- 10
Date (DD/MM)		1	2	3	4	5	0	,	0	9	10	11	12	13	14
	tomn														
Measured body	-														
Chills		″□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y □ N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	
Cough	□Y	′□N	□Y□N	□Y□N	□Y □ N	□Y□N	□Y□N	□Y □ N	□Y□N	□Y □ N	□Y□N	□Y□N	□Y □ N	□Y □ N	
Sore throat	□Y	′□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	
Shortness of bre	eath 🔲 Y	′ □ N	□Y□N	□Y□N	□Y □ N	□Y□N	□Y□N	□Y□N	□Y □ N	□Y □ N	□Y□N	□Y□N	□Y □ N	□Y□N	
Myalgia/body p	ains 🔲 Y	′ □ N	□Y□N	\square Y \square N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	
Diarrhoea ³	П	′□N	\square Y \square N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N	□Y□N

¹ Close contact: A person having had face-to-face contact (≤2 metres) or was in a closed environment with a COVID-19 case; this includes, amongst others, all persons living in the same household as a COVID-19 case and, people working closely in the same environment as a case. A healthcare worker or other person providing direct care for a COVID-19 case, while not wearing recommended personal protective equipment or PPE (e.g., gowns, gloves, NIOSH-certified disposable N95 respirator, eye protection). A contact in an aircraft sitting within two seats (in any direction) of the COVID-19 case, travel companions or persons providing care, and crew members serving in the section of the aircraft where the index case was seated. Casual contact: Anyone not meeting the definition for a close contact but with possible exposure. ² Chose from: Spouse, Aunt, Child, Class mate, Colleague, Cousin, Father, Friend, Grandfather, Grandforther, Healthcare worker taking care of, Mother, Nephew, Niece, Other relative, Uncle. ³ Diarrhoea defined as three or more loose stools in a 24-hour period.

APPENDIX D: COVID-19 BASELINE RISK ASSESSMENT

							Likelihood								
							Very Unlikely	Unlikely		ssible	Likely	Very Likely			
						Negligible	1	2		3	4	5			
					ity	Minor	2	4		6	8	10			
					Severity	Moderate	3	6		9	12	15			
					Se	Major	4	8		12	16	20			
						Extreme	5	10	15		20	25			
Hazard	L	S	Risk	Control Measures				•	L	S RR					
Exposure from others due to: 1. Living with someone with a confirmed case of COVID-19. 2. Have come into close contact (within 2 metres for 15 minutes or more) with a confirmed case of COVID-19. 3. Being advised by a public health authority that contact with a diagnosed case has occurred.				 To follow government action of self following circumstances: for medic supplies; for exercise once per day deemed 'key workers' Any existing individual risk assess expectant mothers) to be reviewed Maintain contact with line manager follow company policy / guidance. Travel is only required for essentia public transport and to implement clearance from persons and not to transmediate family) To continue following ongoing governers stay at home and only attend hos surgery and phone (Insert No) if furthed to Company to ensure extremely vulner following their specific medical adviced Always follow good hygiene measured Avoid all visitors to your home unlessed Do not take any antibiotics as they do 	ments ment I travel ment pital er act rable e issues they pack	eason; to shop d for essential s (disability, you and Human Rovel; reduce the cial distancing in groups of m t guidance in an emergen dvice is required persons are sho led to them no la ages to be left of	o for neces works including person esources (amount of where point than 2 cy. Do not dielding them after than 2 cy. medical report the doors	essary food uding those as or new / HR) and to time using essible (2m unless it is attend GP esselves and el/3/2020 equirement			Individual				

					1		Likelihood									
							Very Unlikely	Unlikely	Р	Possible		Likely	Very Likely			
						Negligible	1	2	3			4	5			
					Severity	Minor	2	4	6			8	10			
					9			12	15							
					8		12		16	20						
						Extreme	5	10	15			20	25			
Hazard	L	S	Risk	Control Measures					L	S	RR	Persons	at Risk			
Suspected case whilst					If a worker develops a high temperature or a persistent cough while at work, they Individual workers											
working on site				should: 1. Return home immediately												
				Avoid touching anything												
					ut it i	n a bin, or if the	ev do not ha	ave tissues.								
					Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough and sneeze into the crook of their elbow.											
				They must then follow the guidance on self-isolation and not return to work until												
				their period of self-isolation has been completed.												
General travel				1. Do not travel unless you cannot work from home or deemed a key worker – Individual workers												
including foreign travel					implement teleconferencing for meetings 2. Where an individual has recently visited these countries, they should self / home											
				isolate themselves until further notice												
				continue to apply)	, 11011	Title governine	it (lockdow	ii iiicasaics								
				3. Please continue to follow any further	natio	nal government	advice prov	vided								
				4. Where an occupational health (OH) s			oeen appoir	nted, please								
				seek additional advice or concerns the												
				5. All persons to limit their use of public			ivel is esser	ntial, please								
				use private single occupancy where	possi	bie										
Access / egress to site				Where possible, please consider and impl	emer	nt the following r	ractices:					Individual	workers			
3				Stop all non-essential visitors		31										
				2. Introduce staggered start and finish	times	s to reduce con	gestion and	d contact at								
				all times												
				3. Monitor site access points to enable												
				the number of access points, either increase to reduce congestion or decrease to enable monitoring												
					Remove or disable entry systems that require skin contact e.g. fingerprint scanners Require all workers to wash or clean their hands before entering or leaving the											
				5. Require all workers to wash or clear												
		<u> </u>		site												

					1		Likelihood								
					Very Unlikely Unlikely				Possible			Likely	Very Likely		
						Negligible	1	2		3		4	5		
					iξ	Minor	2	4	6			8	10		
					Severity	Moderate	3	6	9			12	15		
	8		12		16	20									
						Extreme	5	10	15			20	25		
Hazard	L	S	Risk	Control Measures	•				L	S	RR	Persons	at Risk		
				6. Allow plenty of space (two metres) between people waiting to enter site 7. Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners, turnstiles, screens, telephone handsets, desks, particularly during peak flow times 8. Reduce the number of people in attendance at site inductions and consider holding them outdoors wherever possible 9. Drivers should remain in their vehicles if the load will allow it and must wash or clean their hands before unloading goods and materials.											
Inclement weather – cold temperature allows disease to survive				 Welfare facilities provided to shelter Maintain good hygiene measures at Appropriate respiratory protective edlast resort however face fit test (Feffectiveness. It is advised to speal matters and supplies should be respective. 	 Welfare facilities provided to shelter from the elements Maintain good hygiene measures at all times 										
Poor hygiene				 Wash your hands thoroughly and re seconds. Use alcohol-based hand and hand washing technique to be a 2. Avoid touching your face/eyes/nose/cough or sneeze with a tissue then the spread out site or significant number 4. Regularly clean the hand washing factory and disposal. Sites will need extra supplies of stathese should be securely stored. 	sanitis dopte mouth nrow i ilities s of p cilities sh bin	ser if soap and d as directed in with unwashed t in the bin. to the usual we ersonnel on site is and check soas for hand towe	water is not hands and alfare facilities pand sanit ls with regu	ot available d cover your es if a large tiser levels ular removal				Individual	workers		

]		Likelihood									
							Very Unlikely	Unlikely	Р	ossi	ble	Likely	Very Likely			
						Negligible	1	2		3		4	5			
Minor 2 4												8	10			
Moderate 3 6 Major 4 8												12	15			
					8		12		16	20						
						Extreme	5	10	15			20	25			
Hazard	L	S	Risk	Control Measures					L	S	RR	Persons a	at Risk			
Canteen - exposure				7. Restrict the number of people using toilet facilities at any one time e.g. use a welfare attendant. Wash hands before and after using the facilities. Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush. Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently. 1. The workforce should also be required to stay on site once they have entered it Individual Workers												
from large numbers of persons				 and not use local shops. Dedicated eating areas should be incontamination Break times should be staggered to it. Hand cleaning facilities or hand san any room where people eat and should be asked to drinking the area. The workforce should be asked to drinking bottles from home. Workers should sit 2 metres apart to contact. Where catering is provided on site, it food only - Payments should be tall and Crockery, eating utensils, cups of the should be provided with mechanism introduced. Tables should be cleaned between eating must be the and shift, including chairs, door it devices. 	reductitiser build be bring from the short short cach under the bir corougeness or one of the short cach under the	e congestion an should be availate used by working pre-prepared each other while uld provide pre-by contactless conduld not be used hanced cleanings and not left for ghly cleaned at	d contact a able at the ers when ed meals are streaming and prepared a ard whereved and measure are someone of the end of	t all times entrance of entering and and refillable and avoid all and wrapped are possible as of the tap else to clear each break								

								Likelihood					
						Very Unlikely					ible	Likely	Very Likely
						Negligible	1	2		3		4	5
					<u>F</u>	Minor	2	4		6		8	10
					everity	Moderate	3	6		9		12	15
					Se	Major	4	8		12	2	16	20
	Extreme 5 10										5	20	25
Hazard	L	S	Risk	Control Measures					L	S	RR	Persons	at Risk
Use of Changing facilities, showers and drying rooms				all times 2. Introduce enhanced cleaning of all freach day 3. Consider increasing the number or s 4. Based on the size of each facility, done time to maintain a distance of two	 Introduce staggered start and finish times to reduce congestion and contact at all times Introduce enhanced cleaning of all facilities throughout the day and at the end of each day Consider increasing the number or size of facilities available on site if possible Based on the size of each facility, determine how many people can use it at any one time to maintain a distance of two metres Provide suitable and sufficient rubbish bins in these areas with regular removal 								