

## CONTRACT NO. ZNB00162/00000/00/EST/INF/20/T: BLACKTOP PATCHING ON P10-2 IN THE OKHAHLAMBA LOCAL MUNICIPALITY (KZ235), COST CENTRE ESTCOURT

Name of Tenderer: .....

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

## LATE SUBMISSIONS WILL NOT BE CONSIDERED

| Issued by:                         | Prepared by:                       |
|------------------------------------|------------------------------------|
| <b>The Department of Transport</b> | <b>The Department of Transport</b> |
| 12 Hyde Road                       | 1 Old Main Road                    |
| Ladysmith                          | ESTCOURT                           |
| 3370                               | 3310                               |
| Contact Name: Mr. D N Miller       | Contact Name: Mr P.P Shezi         |
| Telephone: (036) 448 2018          | Telephone: 036 352 3153            |





### PROVINCE OF KWAZULU-NATAL DEPARTMENT OF TRANSPORT

# CONTRACT NO. ZNB00162/00000/00/EST/INF/20/T: BLACKTOP PATCHING ON P10-2 IN THE OKHAHLAMBA LOCAL MUNICIPALITY (KZ235), COST CENTRE ESTCOURT

|   | ges T1 – T55<br>ges C1 – C189 |   |
|---|-------------------------------|---|
|   | CONTENTS                      |   |
| Section number and heading  |                               | Page<br>Colours   |
| The Tender  |                               |   |
| Part T1: Tendering proceduresT1.1Tender Notice and Invitation to TT1,2Tender Data   | ender                         | White<br>Pink   |
| Part T2: Returnable documentsT2.1List of Returnable DocumentsT2.2Returnable Schedules   |                               | Yellow<br>Yellow  |
| The Contract  |                               |   |
| Part C1: Agreements and Contract DateC1.1Form of Offer and AcceptanceC1.2Contract DataC1.3Performance GuaranteeC1.4Agreement in terms of Section 3<br>Health and Safety Act No. 85 ofC1.5Retention Money GuaranteeC1.6Transfer of RightsPart C2: Pricing DataC2.1Pricing AssumptionsC2.2Bill of QuantitiesPart C3: Scope of WorkC3.1Standard SpecificationsC3.2Project Specifications | 7(2) of the Occupational      | Yellow<br>Yellow<br>White<br>White<br>White<br>Yellow<br>Yellow<br>Blue |
| C3.3 Particular Specifications  |                               | Blue  |
| Part C4: Site Information   |                               | Orega   |
| C4.1 Locality Plan<br>C4.2 Example of Contract Signboard  | Details                       | Green<br>Green  |

ITEMS

### **DOCUMENT CHECKLIST**

This document checklist is provided to assist the Tenderer.

### CHECKED

| 1 |     | Returnable Schedules in Section T2.2  |
|---|-----|---|
| 2 |     | Correct Tender Offer carried forward to <b>C1.1 Form of Offer and Acceptance</b><br>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 | Τ4 |
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| T1.2 | TENDER DATA                            | T6 |

### 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 <u>www.tenderbulletin.gov.za</u>.

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. ZNB00162/00000/00/EST/INF/20/T: BLACKTOP PATCHING ON P10-2 IN THE OKHAHLAMBA LOCAL MUNICIPALITY (KZ235), COST CENTRE ESTCOURT

The Province of KwaZulu-Natal, Department of Transport, invites tenders from contractors, experienced in roadworks, for the construction This project is in the province of KwaZulu-Natal in the district municipality of Uthukela and local municipality of Okhahlamba. The duration of the project is 6 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.

Only tenderers who comply with the functionality criteria for experience of key persons, company past performance in similar projects, and proposed approach and methodology, as stated in the Tender Data, are eligible to be considered for further evaluation.

Only locally produced or locally manufactured goods with a stipulated minimum threshold for local production and content as stated in the Tender Data will be considered. Failure to meet the minimum threshold for local production and content **will** lead to disqualification.

Tenderers shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.

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 on the day prior to the Clarification Meeting. 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 <u>www.kzntransport.gov.za</u> and <u>www.etenders.gov.za</u> website and must be downloaded. A non-refundable tender deposit fee of R330 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 D.N Miller                                |
| Telephone: 036 – 638 4400           | Telephone: 036 448 2018                      |
| Bongani.Magwaza@Kzntransport.gov.za | E-mail: Nkululeko.miller@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 11 November 2021 Telegraphic, telephonic, telephonic,

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

### **CLARIFICATION VENUE**

### 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<br>Number | Data   |
|------------------|--|
| C.1.2            | The Tender Documents consist of the following:   |
|                  | (a) This <b>Project Document</b> , which contains the following:   |
|                  | PART T1: TENDERING PROCEDURES<br>T1.1 Tender Notice and Invitation to Tender<br>T1.2 Tender Data   |
|                  | PART T2:RETURNABLE DOCUMENTST2.1List of Returnable DocumentsT2.2Returnable Schedules   |
|                  | <ul> <li>PART C1: AGREEMENTS AND CONTRACT DATA</li> <li>C1.1 Form of Offer and Acceptance</li> <li>C1.2 Contract Data</li> <li>C1.3 Performance Guarantee</li> <li>C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993</li> <li>C1.5 Retention Money Guarantee</li> <li>C1.6 Transfer of Rights</li> </ul> |
|                  | PART C2: PRICING DATA<br>C2.1 Pricing Assumptions<br>C2.2 Bill of Quantities   |
|                  | PART C3:SCOPE OF WORKC3.1Standard SpecificationsC3.2Project SpecificationsC3.3Particular Specifications  |
|                  | PART C4:SITE INFORMATIONC4.1Locality PlanC4.2Example of Contract Signboard DetailsC4.3Existing Services Report (delete if not required)C4.4Conditions on Site: Materials Information (delete if not required)C4.5Traffic Information (delete if not required)C4.6Any other relevant technical reports (delete if not required)                           |
|                  | (b) <b>Drawings</b> (issued separately by the Employer).   |
|                  | (c) 'General Conditions of Contract for Construction Works, Third Edition (2015)'<br>issued by the South African Institution of Civil Engineering (abbreviated title 'General<br>Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately<br>and Tenderers shall obtain their own copy.  |

| Clause<br>Number | Data  |  |  |  |  |
|------------------|---|--|--|--|--|
|                  | (d) <b>'COLTO Standard Specifications for Road and Bridge Works for State Road</b><br><b>Authorities, 1998 edition'.</b> This document is obtainable separately and Tenderers<br>shall obtain their own copy.   |  |  |  |  |
|                  | (e) 'Occupational Health and Safety Act No. 85 of 1993', 'Occupational Health and<br>Safety Amendment Act No. 181 of 1993', and the 'Construction Regulations, 2014'<br>(Government Notice No. R. 489 published in Government Gazette No. 40883 of 2 June<br>2017,)'. These documents are obtainable separately and Tenderers shall obtain their<br>own copies.   |  |  |  |  |
|                  | (f) 'Construction Industry Development Board Act No. 38 of 2000' as amended and<br>the 'Regulations in terms of the Construction Industry Development Board Act<br>No. 38 of 2000' (Government Notice No. R. 692 published in Government Gazette No.<br>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:Department of TransportContact person:Mr P.P SheziTelephone:036 352 3153Fax:036 352 5484E-mail: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 contracto grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) of the Construction Industry Development Regulations, 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.   |  |  |  |  |
|                  | <ul> <li>Joint ventures are eligible to submit tenders provided that:</li> <li>(i) every member of the joint venture is registered with the CIDB;</li> <li>(ii) the lead partner has a contractor grading designation in the CE 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</li> </ul>  |  |  |  |  |
|                  | <ul> <li>(iii) the combined contractor grading designation calculated in accordance with the<br/>Construction Industry Development Regulations is equal to or higher than a contractor<br/>grading designation determined in accordance with the sum tendered for a CE class<br/>of construction work, or a value determined in accordance with Regulation 25(1B) of</li> </ul>   |  |  |  |  |

| Clause | Data  |  |  |
|--------|---|--|--|
| Number | 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: Bergville Area OfficeDate:N/AContact person:Mr P.P SheziTelephone:036 353 3153Fax:036 352 5484E-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 1212 'ALTERNATIVE DESIGNS AND OFFERS' of the 'COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 edition'.  |  |  |
| 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 tender 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: Ladysmith Regional, KZN Department of Transport   |  |  |
|        | Physical Address:12 Hyde Road, Ladysmith, 3310Identification Details:CONTRACT NO.ZNB 00162/00000/00/EST/INF/20/TC.2.13.6A two-envelope system will not be followed.   |  |  |
|        |   |  |  |

| Clause<br>Number | Data  |
|------------------|---|
| C.2.15           | The closing time for submission of Tender Offers is:<br>11:00 16 November 2021  |
|                  | Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.  |
| C.2.16           | The tender offer validity period is twenty-four (24) weeks, calculated from the date of bid closure.  |
| C.2.18           | The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement (refer to Returnable Schedule H). |
| C.2.19           | Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.   |
| C.2.23           | The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.   |
| C.3.4            | The time and location for opening of the tender submissions are:<br>Time: <b>11:00</b> Date: <b>16 November 2021</b>  |
|                  | Location / Venue: Ladysmith Regional Office,12 Hyde Road, Ladysmith, 3201   |
| 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 accordance with the Preferential Procurement Regulations 2017, as amended.   |

| Clause<br>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><br>The points scored for a Tenderer in respect of Price will be added to the points scored in<br>respect of Preference. Only the tender with the highest number of points may be selected,<br>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 <u>not</u> listed on the<br>register of Tender Defaulters in terms of the Prevention and Combating of Corrupt<br>Activities Act of 2004 as a person prohibited from doing business with the public<br>sector.   |  |  |  |
|                  | (ii) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply<br>Chain Management System and has <u>not</u> been given a written notice to the effect that<br>he has failed to perform on any previous contract.  |  |  |  |
|                  | (iii) Declaration - the Tenderer has indicated and declared whether a spouse, child or<br>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<br>principals have <u>not influenced</u> the tender offer and acceptance by the following<br>criteria:  |  |  |  |
|                  | <ul> <li>having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;</li> <li>having acted in a fraudulent or corrupt manner in obtaining this Contract;</li> <li>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;</li> </ul> |  |  |  |
|                  | <ul> <li>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</li> <li>having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.</li> </ul>              |  |  |  |
|                  | 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 <b>one (1)</b> .  |  |  |  |

### 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

| А | CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING   | T14 |
|---|--|-----|
| В | RECORD OF ADDENDA TO TENDER DOCUMENTS  | T15 |
| С | COMPULSORY ENTERPRISE QUESTIONNAIRE  | T16 |
| D | STANDARD BIDDING DOCUMENTS   | T17 |
|   | SBD 1: INVITATION TO BID   | T17 |
|   | SBD 4: DECLARATION OF INTEREST   | T19 |
|   | SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (Not applicable)  | T23 |
|   | SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017                    | T25 |
|   | SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS ( <i>Not Applicable</i> ) | T29 |
|   | SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT<br>PRACTICES   | T35 |
|   | SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION  | T37 |
| Е | B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE   | T39 |
| F | CERTIFICATE OF AUTHORITY FOR SIGNATORY   | T40 |
| G | CONSTRUCTION EXPERIENCE  | T41 |
| Н | KEY PERSONNEL  | T42 |
| I | CONSTRUCTION EQUIPMENT   | T45 |
| J | PROPOSED SUBCONTRACTORS  | T46 |
| K | PARTICIPATION IN JOB CREATION USING LOCAL LABOUR   | T47 |
| L | HEALTH AND SAFETY DECLARATION  | T49 |
| Μ | DEVIATIONS AND QUALIFICATIONS  | T51 |
| Ν | SCHEDULE OF ALTERNATIVE TENDERS  | T52 |
| 0 | TECHNICAL PROPOSAL( Not Applicable)  | T53 |

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.

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

This is to certify that (Tenderer) .....

of (address) .....

.....

was represented by the person named below at the compulsory clarification meeting held for all Tenderers at the Department of Transport Area Office: Bergville, 1 Sharrat Street, Bergville (refer to the Clarification Meeting Venue Plan in Section T1.1) on ...TBC.., starting at 10:00.

I acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me to take account of everything necessary when compiling our rates and 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: .....

| Departmental 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 |
|--------------|------|
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SIGNATURE: .....

DATE: .....

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

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.

### 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: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

| Name* | Identity number* | Personal income tax number* |  |
|-------|------------------|-----------------------------|--|
|       |                  |                             |  |
|       |                  |                             |  |
|       |                  |                             |  |

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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 |          |  |

Failure to complete, sign and date this form shall result in the tender being considered nonresponsive 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 HERE              |            | ED TO TENDER FO                     |                  |                |  |                    | AL DEPARTMENT     | OF TRANSPORT           |
|---------------------------|------------|-------------------------------------|------------------|----------------|--|--------------------|-------------------|------------------------|
| BID NUMBER:               |            | 0000/00/EST/INF/20                  |                  | CLOSI<br>Novem | nber 2   |                    | CLOSING TIME:     | 11:00                  |
| DESCRIPTION               |            |                                     | ON P10-2 IN THE  | OKHA           | HLAN   | IBA LOCAL N        | MUNICIPALITY (K   | Z235), COST CENTRE     |
| DESCRIPTION               |            | CUMENTS MAY BE                      |                  |                |  |                    |                   |                        |
| Ladysmith Regio           |            |                                     |                  |                |  |                    | 08:00 until 16:00 | .33)                   |
| 12 Hyde Road              | nal Office |                                     |                  |                |  |                    |                   | s submit their Tender  |
| Ladysmith                 |            |                                     |                  |                |  |                    |                   | name appears on the    |
| 3310                      |            |                                     |                  |                |  | uiries.            |                   |                        |
|                           |            |                                     |                  |                | •  |                    |                   |                        |
| BIDDING PROC              | EDURE E    | NQUIRIES MAY BE                     | E DIRECTED TO    |                |  |                    | IRIES MAY BE DI   | RECTED TO:             |
| CONTACT PERS              | SON        | Mr. B. Magwaza                      |                  |                |  | ITACT<br>SON       | Mr. D.N Miller    |                        |
| CONTROLLER                |            | Mir. D. Magwaza                     |                  |                |  | EPHONE             |                   |                        |
| TELEPHONE NU              | JMBER      | 036 638 4400                        |                  |                |  | 1BER               | 036 448 2018      |                        |
|                           |            |                                     |                  |                | FAC  | SIMILE             |                   |                        |
| FACSIMILE NUN             |            | 036 638 4428                        |                  |                | -  | 1BER               |                   |                        |
| E-MAIL ADDRES             |            |                                     | za@kzntransport. | gov.za         | E-M/   | AIL ADDRESS        | Nkululeko.mille   | er@kzntransport.gov.za |
| SUPPLIER INFO             |            | N                                   |                  |                |  |                    |                   |                        |
| NAME OF BIDDE             | =R         |                                     |                  |                |  |                    |                   |                        |
| POSTAL<br>ADDRESS         |            |                                     |                  |                |  |                    |                   |                        |
| STREET<br>ADDRESS         |            |                                     |                  |                |  |                    | -                 |                        |
| TELEPHONE                 | ~~~        |                                     |                  |                |  |                    |                   |                        |
| NUMBER<br>CELLPHONE       |            |                                     |                  |                |  |                    |                   |                        |
| NUMBER                    |            |                                     |                  |                |  |                    |                   |                        |
| FACSIMILE<br>NUMBER       | со         | DE                                  |                  |                |  | NUMBER             |                   |                        |
| E-MAIL ADDRES             |            |                                     |                  |                |  | NOWBER             |                   |                        |
| VAT                       |            |                                     |                  |                |  |                    |                   |                        |
| REGISTRATION<br>NUMBER    |            |                                     |                  |                |  |                    |                   |                        |
| SUPPLIER                  | TΑλ        | X COMPLIANCE SY                     | STEM PIN:        |                |  | CENTRAL            |                   |                        |
| COMPLIANCE                |            |                                     |                  |                | OR   | SUPPLIER           | MAAA              |                        |
| STATUS                    |            |                                     |                  |                |  | DATABASE           |                   |                        |
|                           | _          |                                     |                  |                |  | NO:                |                   |                        |
| B-BBEE STATUS             | S          | TICK APPL                           | ICABLE BOX]      |                |  | BEE STATUS         |                   | PLICABLE BOX]          |
| LEVEL<br>VERIFICATION     |            | 🗌 Yes                               | 🗌 No             |                |  | EL SWORN<br>IDAVIT | 🗌 Yes             | 🗌 No                   |
| CERTIFICATE               |            |                                     |                  |                | AFF  | IDAVII             |                   |                        |
|                           |            |                                     |                  |                |  |                    |                   |                        |
|                           |            |                                     |                  |                | N AFI  | FIDAVIT (FOR       | EME & QSE) MU     | ST BE SUBMITTED IN     |
|                           | ALIFY FO   | R PREFERENCE P                      | OINTS FOR B-BB   | EE]            |  |                    |                   |                        |
| ARE YOU THE               |            |                                     |                  |                | ARE  | YOU A              |                   |                        |
| ACCREDITED<br>REPRESENTAT |            |                                     |                  |                |  | EIGN BASED         |                   |                        |
| IN SOUTH AFRI             |            |                                     |                  |                | SUP  | PLIER FOR          |                   |                        |
| FOR THE GOOD              |            |                                     |                  |                |  | GOODS              | □Yes              | □No                    |
| /SERVICES                 |            | □Yes                                | □No              |                |  | RVICES             |                   |                        |
| /WORKS                    |            |                                     |                  |                | WORKS [IF YES, ANSWER THE OUTSTICKING DELOVATION |                    | R THE             |                        |
| OFFERED?                  |            | [IF YES ENCLOSE                     | E PROOF]         |                | OFF  | ERED               | QUESTIONNAIR      | E BELOW]               |
| QUESTIONNAIR              |            | DING FOREIGN S                      | UPPLIERS         |                |  |                    |                   |                        |
|                           |            | INT OF THE REPU                     |                  | FRICA          | (RSA)  | ?                  | VES               |                        |
|                           |            | A BRANCH IN TH                      |                  |                |  |                    |                   |                        |
|                           |            |                                     |                  |                | ≺SA?   |                    |                   |                        |
|                           |            | E ANY SOURCE OF<br>I THE RSA FOR AN |                  |                |  |                    | □ YES<br>□ YES    |                        |
|                           |            |                                     |                  |                |  |                    |                   |                        |

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

### PART B TERMS AND CONDITIONS FOR BIDDING

| 1.1.<br>1.2. | BID SUBMISSION:<br>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS<br>WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
|--------------|---|
|              |   |
|              | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED)<br>OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.  |
|              | 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. |
|              | 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.  |
|              | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER<br>(PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S<br>PROFILE AND TAX STATUS.   |
|              | 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.  |
|              | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  |
|              | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.   |
|              | 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."                       |

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

DATE:

.....

SBD4

### **DECLARATION OF INTEREST**

### <u>Every question must be answered individually on this form and the required</u> <u>information must be provided, whether a relationship is present or not.</u> <u>Failure to do so will invalidate your tender.</u>

- 1. Any legal person, including persons employed by the State<sup>1</sup>, 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 tender. In view of possible allegations of favouritism, should the resulting tender, 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 tenderer or his/her authorised representative declare whether:
  - the tenderer is employed by the State; and/or
  - the legal person (tendering entity) on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the tender(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 tender.

## 2. In order to give effect to the above, the following questions must be answered and the required information provided and submitted with the tender.

2.1. The names of all directors/ shareholders<sup>2</sup>/members/partners/individual owners/trustees and their individual identity numbers and tax reference numbers are to be inserted in the table below. If applicable, State Employee / PERSAL numbers must be indicated in the last column.

| Full Name | Position held<br>(director,<br>shareholder,<br>member, partner,<br>individual owner,<br>trustee, etc.) | Identity Number<br>(or Passport<br>Number in the case<br>of a foreign<br>national) | Personal Income<br>Tax Reference<br>Number | State Employee<br>Number /<br>Persal Number<br>if applicable |
|-----------|--|--|--|--|
|           |  |  |  |  |
|           |  |  |  |  |
|           |  |  |  |  |
|           |  |  |  |  |
|           |  |  |  |  |
|           |  |  |  |  |

If the space provided above is insufficient, details as specified above can be attached on separate pages. However, if such separate pages are attached, this must be clearly indicated in the table above.

<sup>1</sup>"State" means:

- (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) as amended;
- (b) any municipality or municipal entity;
- (c) any provincial legislature;
- (d) the National Assembly or the National Council of Provinces; or
- (e) Parliament.

<sup>2</sup>"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.

2.2. Full names of tenderer and his or her representative: Name of tenderer:.... Name of tenderer's representative: ..... 2.3. Identity Number: Identity Number of tenderer's representative: 2.4. Position (e.g., director/shareholder/member/partner/individual owner/trustee) occupied in the company/close corporation/partnership/sole proprietorship/trust (referred to hereinafter as the "tendering entity"): Position of tenderer's representative: 2.5. Registration number of tendering entity: 2.6. Tax reference number of tendering entity: 2.7. VAT registration number of tendering entity: .....

If the space provided for any of paragraphs 2.8 to 2.14 below is insufficient, the required information can be attached on separate pages. However, if such separate pages are attached, this must be clearly indicated in the relevant paragraph below.

2.8. Are you or any person connected with the tenderer presently employed by the State? Kindly mark the applicable answer with a tick  $\sqrt{}$ .

| YES |  |
|-----|--|
| NO  |  |

If yes, furnish the following particulars:

2.8.1. Name of director/shareholder/member/partner/individual owner/trustee/other connected person:

2.8.2. Name of State institution which employs you or the person connected to the tenderer:

.....

2.8.3. Position occupied in the State institution:

.....

2.8.4. Any other particulars:

| 2.9.  | If the State presently employs you or any person connected with the tenderer, was the appropriate authority to undertake remunerative work outside employment in the public sector obtained from the State? Kindly mark the applicable answer with a tick $$ .  | YES NO    |
|-------|---|-----------|
|       | 2.9.1. If yes, attach proof of such authority to the tender document.<br>( <u>Note:</u> Failure to submit proof of such authority, where applicable, may resu<br>in the disqualification of the tender). Kindly mark the applicable block wit<br>a tick √ to indicate whether such proof has been attached to the tender<br>document. | h NO      |
|       | 2.9.2. If no, furnish reasons for the non-submission of such proof:   |           |
| 2.10. | Did you or your spouse or any of the tendering entity's directors/shareholders/members/partners/individual owners/trustees or their spouses conduct business with the State in the previous twelve months? Kindly mark the applicable answer with a tick $$ .   | YES<br>NO |
|       | 2.10.1. If yes, furnish particulars:  |           |
| 2.11. | Do you or any person connected with the tenderer have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation or adjudication of the tender? <b>Kindly mark the applicable answer with a tick</b> $$ .   | YES<br>NO |
|       | 2.11.1. If yes, furnish particulars:  |           |
| 2.12. | Are you or any person connected with the tenderer aware of any relationship (family, friend, other) between any other tenderer and any person employed by the State who may be involved with the evaluation and/or adjudication of this tender? Kindly mark the applicable answer with a tick $$ .                                    | YES NO    |
|       | 2.12.1. If yes, furnish particulars:  |           |

| 2.13.  | Do you or any of the tendering entity's<br>directors/shareholders/members/partners/individual owners/trustees have any<br>interest in any other related companies that are or could be tendering for this<br>contract? <b>Kindly mark the applicable answer with a tick</b> √.<br>2.13.1. If yes, furnish particulars: | YES  |        | ]   |  |
|--------|--|------|--------|-----|--|
| 2.14.  | Have you or any of the tendering entity's directors/ shareholders/ members/ partners owners/ trustees or the tendering entity in general provided any gifts, rewards, awards   |      | vidual |     |  |
|        | sponsorships, donations or hospitality to the Province of KwaZulu-Natal Department   | tof  | YES    |     |  |
|        | Transport or any of its employees or their families in the last 12 months? Kindly mathe applicable answer with a tick $$ .   | ark  | NO     |     |  |
|        | 2.14.1. If yes, furnish particulars, including the estimated value:  |      |        |     |  |
| 3.     | DECLARATION  |      |        |     |  |
| I, THE | I, THE UNDERSIGNED (full name of signatory)  |      |        |     |  |
| REPRE  | SENTING (name of tendering entity)   |      |        |     |  |
| IN MY  | CAPACITY AS  |      |        |     |  |
| APPLIC | FY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 ABOVE IS COP<br>CABLE, I HAVE TAKEN REASONABLE DILIGENT STEPS AS REQUIRED B<br>ANIES ACT No. 71 of 2008, TO ENSURE THAT THE INFORMATION PROVIDED IS   | Y S7 | 6 OF   | THE |  |

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

SIGNATURE:

DATE: .....

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 PROGRAMM

- 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.
- 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 or 90 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR                | 20 or 10 |
| 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;
- (i) "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: **80/20** 

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

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<br>Contributor | Number of points<br>(80/20 system) |
|---------------------------------------|------------------------------------|
| 1                                     | 20                                 |
| 2                                     | 18                                 |
| 3                                     | 14                                 |
| 4                                     | 12                                 |
| 5                                     | 8                                  |
| 6                                     | 6                                  |
| 7                                     | 4                                  |
| 8                                     | 2                                  |
| Non-compliant contributor             | 0                                  |

### 4.2. 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<br>Applicable):                   |  |   |   |
| <b>Registration Number</b>                         |  |   |   |
| Enterprise Physical<br>Address:                    |  |   |   |
| Type of Entity (CC, (Pty)<br>Ltd, Sole Prop etc.): |  |   |   |
| Nature of Business:                                | BEP<br>(Built Environment<br>Professional)   | Contractor  | Supplier  |
| Definition of "Black<br>People"                    | Amended by Act No 46<br>means Africans, Colour<br>(a) who are citized<br>or<br>(b) who became<br>naturalisationi-<br>I. before 27 A<br>II. on or after<br>acquire citi                       | ns of the Republic of South<br>citizens of the Repu<br>April 1994; or<br>727 April 1994 and who w<br>zenship by naturalization pi   | a generic term which<br>Africa by birth or descent;<br>blic of South Africa by<br>would have been entitled to |
| Definition of "Black<br>Designated Groups"         | attend an edu<br>educational ins<br>(b) Black people<br>Commission A<br>(c) Black people<br>Code of Good<br>issued under th<br>(d) Black people lin<br>(e) Black military<br>terms of the Mi | black people not attending<br>cational institution and no<br>stitution;<br>who are youth as defin<br>ct of 1996;<br>who are persons with dis<br>Practice on employment<br>be Employment Equity Act;<br>ving in rural and under deve<br>veterans who qualifies to be<br>litary Veterans Act 18 of 20 | e called a military veteran in  |
|  | Construction   | n Sector Affidavit  |   |

### 3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
   Black Youth % = %

•Black Disabled % =\_\_\_\_%

Black Unemployed % =\_\_\_\_%

Black People living in Rural areas % = \_\_\_\_\_%

•Black Military Veterans % =\_\_\_\_\_%

| BEP        | R1.8 million |  |
|------------|--------------|--|
| Contractor | R3.0 million |  |
| Supplier   | R3.0 million |  |

 Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of / / / , (dd/mm/yyyy) the annual Total Revenue was

R3,000,000.00 (3 Million Rands) or less

• Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

| 100% Black Owned          | Level One (135% B-BBEE procurement recognition level)  |  |
|---------------------------|--|--|
| At least 51% Black Owned  | Level Two (125% B-BBEE procurement recognition level)  |  |
| At least 30% Black Owned  | Level Four (100% B-BBEE procurement recognition level) |  |
| Less than 30% Black Owned | Level Five (80% B-BBEE procurement recognition level)  |  |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.

| <mark>5.</mark> | The s              | worn   | affidavit  | will  | be  | valid | for | а   | period | of | 12 |
|-----------------|--------------------|--------|------------|-------|-----|-------|-----|-----|--------|----|----|
|                 | <mark>month</mark> | s from | n the date | e sig | ned | by co | mm  | iss | ioner. |    |    |
|                 |                    |        |            |       |     |       |     |     |        |    |    |

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_ /\_\_\_\_/\_\_\_\_

Stamp

Signature of Commissioner of Oaths

### 5. BID DECLARATION

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

# 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = ......(maximum of 10 or 20 points)

Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)



- 7.1.1 If yes, indicate:
  - i) What percentage of the contract will be subcontracted.....%
  - ii) The name of the sub-contractor.....
  - iii) The B-BBEE status level of the sub-contractor.....
  - iv) Whether the sub-contractor is an EME or QSE
    - (Tick applicable box)
    - YES NO
  - v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at last 51% owned by:    |
|---|
| Black people  |
| Black people who are youth  |
| Black people who are women  |
| Black people with disabilities                                    |
| Black people living in rural or underdeveloped areas or townships |

| <br> |
|------|
|      |
|      |
|      |
|      |
|      |
|      |
|      |
|      |

QSE

EME

| OR |
|----|
|----|

Any EME Any QSE

### 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:
  8.2 VAT registration number:
- 8.3 Company registration number: .....

### 8.4 TYPE OF COMPANY/ FIRM

Cooperative owned by black people Black people who are military veterans

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

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

### 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business: .....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.

| WITNESSES |                           |
|-----------|---------------------------|
| 1         | SIGNATURE(S) OF BIDDER(S) |
| 2         | DATE:                     |
|           | ADDRESS                   |
|           |                           |
|           |                           |

#### 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) and E (Local 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] * 100
Where
```

- 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 |
|---|---------------|------------------------------|
|   |               | %                            |
|   |               | %                            |



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.

|  |                       |   |                         | A   | nnex D  |                            |                                |  |  |                               |                      | SATS 1286.201              |
|--|-----------------------|---|-------------------------|---|---|----------------------------|--------------------------------|--|--|-------------------------------|----------------------|----------------------------|
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
| Tender No. Tender description: Designated Products: Tender Authority:                    |                       |   |                         | Note: VAT to be excluded from all calculations              |   |                            |                                |  |  |                               |                      |                            |
| Tendering En   | itity name:           | Pula                                    |                         | EU  |   | GBP                        |                                | 1  |  |                               |                      |                            |
|  |                       | -                                       | <u></u>                 | ] 50  |   | J GBP                      |                                | ]  |  |                               |                      |                            |
| A. Exem  | oted imported co      | ontent                                  |                         |   | Forign  | 1                          |                                |  |  |                               |                      |                            |
| Tender iten<br>no's  | Description of im     |   | Local supplier          | Overseas Supplier   | currency<br>value as per<br>Commercial<br>Invoice           | Tender<br>Exchange<br>Rate | Local value of<br>imports      | Freight costs to<br>port of entry                    | All locally<br>incurred<br>landing costs<br>& duties | Total landed<br>cost excl VAT | Tender Qty           | Exempted importe<br>value  |
| (D7)   | (Da                   | 8)                                      | (D9)                    | (D10)   | (D11)   | (D12)                      | (D13)                          | (D14)  | (D15)  | (D16)                         | (D17)                | (D18)                      |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
|  |                       |   |                         |   |   |                            |                                |  | (D19)  | ) Total exempt i              | mported value        | R                          |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
| B Impor  | ted directly by t     | he Tenderer                             |                         |   |   |                            |                                |  |  |                               |                      |                            |
| Tender iten<br>no's  |                       |   | Unit of<br>measure      | Overseas Supplier   | Forign<br>currency<br>value as per<br>Commercial<br>Invoice | Tender Rate<br>of Exchange | Local value of<br>imports      | Freight costs to port of entry                       | All locally<br>incurred<br>landing costs<br>& duties | Total landed<br>cost excl VAT | Tender Qty           | Total imported valu        |
| (D20)  | (D2                   | 1)                                      | (D22)                   | (D23)   | (D24)   | (D25)                      | (D26)                          | (D27)  | (D28)  | (D29)                         | (D30)                | (D31)                      |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
|  |                       |   |                         |   |   |                            |                                |  | (D32) To   | tal imported val              | ue by tenderer       | R                          |
| C Impor  | ted by a 3rd nar      | ty and supplie                          | d to the Te             | nderer  |   |                            |                                |  |  |                               |                      |                            |
| C. Imported by a 3rd party and supple<br>Description of imported content Unit of measure |                       | Local supplier                          | Overseas Supplier       | Forign<br>currency<br>value as per<br>Commercial<br>Invoice | Tender Rate<br>of Exchange                                  | Local value of<br>imports  | Freight costs to port of entry | All locally<br>incurred<br>landing costs<br>& duties | Total landed<br>cost excl VAT                        | Quantity<br>imported          | Total imported valu  |                            |
|  | (D33)                 | (D34)                                   | (D35)                   | (D36)   | (D37)   | (D38)                      | (D39)                          | (D40)  | (D41)  | (D42)                         | (D43)                | (D44)                      |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
| <b>`</b>   |                       |   |                         |   |   |                            |                                |  | (D45) Tot  | al imported valu              | le by 3rd party      | R                          |
| D. Other   | foreign currenc       | y payments                              |                         |   |   |                            |                                |  |  |                               |                      |                            |
| Type of payment making   |                       | Local supplier<br>making the<br>payment | Overseas<br>beneficiary | Foreign currency value paid                                 | Tender Rate<br>of Exchange                                  |                            |                                |  |  |                               |                      | Local value of<br>payments |
|  | (D46)                 | (D47)                                   | (D48)                   | (D49)   | (D50)   |                            |                                |  |  |                               |                      | (D51)                      |
|  |                       |   |                         |   |   | -                          |                                |  |  |                               |                      |                            |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |
| Signature of   | tenderer from Annex B |   |                         |   |   | (D5                        | 2) Total of for                | eign currency pay                                    | ments declared                                       | d by tenderer an              | d/or 3rd party       |                            |
|  |                       |   |                         |   |   | (D53) Total of             | imported cont                  | ent & foreign cur                                    | ency payment   | s - (D32), (D45)              | & <i>(D52)</i> above | R                          |
|  |                       |   | -                       |   |   |                            |                                |  |  |                               |                      |                            |
| Date:  |                       |   | -                       |   |   |                            |                                |  |  |                               |                      |                            |
|  |                       |   |                         |   |   |                            |                                |  |  |                               |                      |                            |

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.

|   | calculations   |                 |  |
|---|--|-----------------|--|
|   |  |                 |  |
|   |  |                 |  |
|   |  |                 |  |
| Description of items purchased  | Local suppliers                                      | Value           |  |
| (E6)  | (E7)   | (E8)            |  |
|   |  |                 |  |
|   |  |                 |  |
|   |  |                 |  |
|   |  |                 |  |
|   |  |                 |  |
|   |  |                 |  |
|   |  |                 |  |
|   |  |                 |  |
| (E9) Total local product  | R 0  |                 |  |
| (E10)       (Tenderer's manpower cost)         (E11)       (Rental, depreciation & amortisation, utility costs, consumables etc.) |  |                 |  |
|   |  |                 |  |
|   | (E13) Total local content                            | R 0             |  |
|   | • • • • •  | N U             |  |
|   | (Rental, depreciation & amortisation, utility costs, | (E6)       (E7) |  |

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 goods or services offered have any imported 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 DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

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

NB

- 1 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.
- 2 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.  |                                    |                   |  |  |  |
|----------------------------------|---|------------------------------------|-------------------|--|--|--|
| l, the                           | e undersigned,  | (full na                           | mes),             |  |  |  |
| do h                             | ereby declare, in my capacity as  |                                    |                   |  |  |  |
| of                               |   | (name of bio                       | dder entity), the |  |  |  |
| follo                            | wing:   |                                    |                   |  |  |  |
| (a)                              | The facts contained herein are within my own  | n personal knowledge.              |                   |  |  |  |
| (b)                              | I have satisfied myself that the goods/servic<br>specified bid comply with the minimum local<br>as measured in terms of SATS 1286:2011.   |                                    |                   |  |  |  |
| (c)                              | The local content percentage (%) indicated<br>given in clause 3 of SATS 1286:2011, the rat<br>and the information contained in Declarat<br>Declaration C:   | tes of exchange indicated in parag | graph 3.1 above   |  |  |  |
| Bi                               | d price, excluding VAT (y)  |                                    | R                 |  |  |  |
| Im                               | ported content (x), as calculated in terms of SA  | ATS 1286:2011                      | R                 |  |  |  |
| St                               | ipulated minimum threshold for local content (  | paragraph 3 above)                 |                   |  |  |  |
| Lo                               | cal content %, as calculated in terms of SATS   | 1286:2011                          |                   |  |  |  |
| con<br>The<br>in c<br>the<br>(d) | <ul> <li>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.</li> <li>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.</li> <li>(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.</li> </ul> |                                    |                   |  |  |  |
| (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:                              |                   |  |  |  |
|                                  |   |                                    |                   |  |  |  |

#### SBD 8

#### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 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.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item  | Question   | Yes | No |
|-------|--|-----|----|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  | 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( <u>www.treasury.gov.za</u> ) 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<br>of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of<br>2004)?<br>The Register for Tender Defaulters can be accessed on the National Treasury's<br>website (www.treasury.gov.za) by clicking on its link at the bottom of the home | Yes | No |
| 101   | 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:  |     |    |

#### CERTIFICATION

SBD 8

I, THE UNDERSIGNED (FULL NAME) ...... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

Signature

Date

Position

Name of Bidder

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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.
- 4 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.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

#### SBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

#### CONTRACT NO. ZNB00162/00000/00/EST/INF/20/T: BLACKTOP PATCHING ON P10-2 IN THE **OKHAHLAMBA LOCAL MUNICIPALITY (KZ235), COST CENTRE ESTCOURT**

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:

(Name of Bidder)

I certify, on behalf of: ..... that:

- 1. I have read and I understand the contents of this Certificate:
- 2. I understand that the accompanying bid will be disgualified if this Certificate is found not to be true and complete in every respect:
- I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the 3. bidder:
- Each person whose signature appears on the accompanying bid has been authorized by the bidder to 4. 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.
- The bidder has arrived at the accompanying bid independently from, and without consultation, communication, 6. agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- In particular, without limiting the generality of paragraph 6 above, there has been no consultation, 7. 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.
- In addition, there have been no consultations, communications, agreements or arrangements with any 8. 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.
- I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive 10. 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 nonresponsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

#### E. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Notes to tenderer:

- 1. 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 less than R3 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
  - (iii) 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. An enterprise will qualify as a Qualifying Small Enterprise (QSE) if it has a total annual revenue of more than R10 million but less than R50 million.
- 6. 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.

| (I)         | (II)               | (111)                | (IV)        | (V)     | (VI)                        |   |
|-------------|--------------------|----------------------|-------------|---------|-----------------------------|---|
| COOPERATIVE | SOLE<br>PROPRIETOR | CLOSE<br>CORPORATION | PARTNERSHIP | COMPANY | JOINT VENTURE<br>CONSORTIUM | 1 |
|             |                    |                      |             |         | Incorporated                |   |
|             |                    |                      |             |         | Unincorporated              |   |

I/We, the undersigned, being the Member(s) (Cooperative), Sole Owner (Sole Proprietor), Member(s) (Close Corporation), Partners (Partnership), Representative (Company) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

| hereby authorise Mr/Mrs/Ms |
|----------------------------|
| acting in the capacity of  |
| whose signature is         |

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

| 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 <u>such resolution shall include a specimen signature</u> <u>of the signatory</u>.

| Cooperative:  | 'Resolution of the Member   | ers'               |            |  |  |  |
|---|-----------------------------|--------------------|------------|--|--|--|
| Close Corporation:  | 'Resolution of the Members' |                    |            |  |  |  |
| Company:  | 'Resolution of the Board' s | signed by the chai | rperson    |  |  |  |
| 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:<br>CONTACT<br>PERSON AND<br>TELEPHONE<br>NUMBER | EMPLOYER'S<br>AGENT:<br>CONTACT PERSON<br>AND TELEPHONE<br>NUMBER | NATURE OF WORK | VALUE OF<br>WORK<br>(inclusive of<br>VAT) | DATE<br>COMPLETED<br>OR<br>EXPECTED<br>TO BE<br>COMPLETED |
|---|---|----------------|---|---|
|   |   |                |   |   |
|   |   |                |   |   |
|   |   |                |   |   |
|   |   |                |   |   |
|   |   |                |   |   |
|   |   |                |   |   |
|   |   |                |   |   |
|   |   |                |   |   |

Attach additional pages if more space is required

SIGNATURE: .....

DATE: .....

#### 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<br>COMPLETED |
|-------------------------|------|--------------|---------------|-------------------|
| CONTRACTS<br>MANAGER    |      |              |               |                   |
| CONSTRUCTION<br>MANAGER |      |              |               |                   |
| FOREMAN                 |      |              |               |                   |
|                         |      |              |               |                   |
|                         |      |              |               |                   |

Attach additional pages if more space is required

SIGNATURE: .....

DATE: .....

#### 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<br>TRAINING<br>INSTITUTION | QUALIFICATION<br>OBTAINED IN THE<br>SUPERVISION OR<br>MANAGEMENT OF LIC<br>PROJECTS | YEAR<br>QUALIFICATION<br>OBTAINED |
|-------------|------|------------------------------------|---|-----------------------------------|
|             |      |                                    |   |                                   |
|             |      |                                    |   |                                   |
|             |      |                                    |   |                                   |
|             |      |                                    |   |                                   |
|             |      |                                    |   |                                   |
|             | X    |                                    |   |                                   |
|             |      |                                    |   |                                   |
|             |      |                                    |   |                                   |

Attach additional pages if more space is required

SIGNATURE: .....

| DATE: |  |
|-------|--|
|-------|--|

#### 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**

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.

#### 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 major construction equipment owned by me / us: |          |                        |  |  |
|-------|---|----------|------------------------|--|--|
|       | DESCRIPTION (type, size and capacity)                     | QUANTITY | YEAR OF<br>MANUFACTURE |  |  |
|       |   |          |                        |  |  |
|       |   |          |                        |  |  |
|       |   |          |                        |  |  |
|       |   |          |                        |  |  |
|       |   |          |                        |  |  |
|       |   |          |                        |  |  |
|       |   |          |                        |  |  |
|       |   |          |                        |  |  |
| Attac | h additional names if more snace is required              |          |                        |  |  |

Attach additional pages if more space is required

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

|                                       | OLIANTITY | HOW ACQUIRED |        |  |
|---------------------------------------|-----------|--------------|--------|--|
| DESCRIPTION (type, size and capacity) | QUANTITY  | HIRE / BUY   | SOURCE |  |
|                                       |           |              |        |  |
|                                       |           |              |        |  |
|                                       |           |              |        |  |
|                                       |           |              |        |  |
|                                       |           |              |        |  |
|                                       |           |              |        |  |
|                                       |           |              |        |  |
|                                       |           |              |        |  |

Attach additional pages if more space is required

SIGNATURE: .....

DATE: .....

#### 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<br>GROUP AND<br>OWNERSHIP % | B-BBEE<br>LEVEL | NATURE OF WORK | PERCENTAGE TO BE<br>SUBCONTRACTED |
|-----------------------|------------|--|-----------------|----------------|-----------------------------------|
|                       |            |  |                 |                |                                   |
|                       |            |  |                 |                |                                   |
|                       |            |  |                 |                |                                   |
|                       |            |  |                 |                |                                   |
|                       |            |  |                 |                |                                   |
|                       |            |  |                 |                |                                   |
|                       |            |  |                 |                |                                   |
|                       |            |  |                 |                |                                   |

Attach additional pages if more space is required.

NB: The subcontractors listed above will not contribute to the achievements of the objectives specified in Section C3.3 Part G of this tender document.

SIGNATURE: .....

DATE: .....

#### 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 (<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). 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 <u>5.8%</u>.

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), <u>including for a minimum allocation of 60%</u> Women, 55% Youth and 2% Disabled:

| Local labour comprising<br>unskilled or semi-skilled<br>labourers recruited from the<br>local community                                       | Anticipated<br>number of<br>jobs to be<br>created | Total number<br>of person-days<br>anticipated | Wage rate per<br>person-day<br>(excluding VAT)<br>(Rand) | Total wage cost<br>(excluding VAT)<br>(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  |   | 5.8 %   |  |  |

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 nonresponsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

#### 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.
- 3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter: ......\*Yes / No

  - (\* = delete whatever is not applicable)
- 4. Details of resources I propose:
  - <u>Note:</u> 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) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

  (i) By whom will training be provided?
  (ii) When will training be undertaken?
  (iii) List the positions to be filled by persons to be trained or hired:
  (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
  Name of proposed subcontractor:
  Qualifications or details of competency of the subcontractor:
- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site-specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.

.....

- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specification as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Employer's Agent, Construction Health and Safety Agent, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) as a result of contravening or failing to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....

DATE: .....

#### 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<br>OR ITEM NUMBER |
|---------|------|--|
|         |      |  |
|         |      |  |
|         |      |  |
|         |      |  |
|         |      |  |
|         |      |  |
|         |      |  |
|         |      |  |
|         |      |  |
|         |      |  |
|         |      |  |

Attach additional pages if more space is required

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 1212** 'ALTERNATIVE DESIGNS AND **OFFERS**' of the 'COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 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,<br>INCLUDING REFERENCE CLAUSE OR ITEM NUMBER |
|---------|------|---|
|         |      |   |
|         |      |   |
|         |      |   |
|         |      |   |
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|         |      |   |
|         |      |   |
|         |      |   |

SIGNATURE: .....

DATE: .....

#### 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

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: | <br>Date:     |  |
|---------|---------------|--|
| Name:   | <br>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: | <br>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   | C10  | Yellow |
| C1.2.3: DATA PROVIDED BY THE CONTRACTOR   | C15  | Yellow |
| C1.3: PERFORMANCE GUARANTEE   | C16  | White  |
| C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE<br>OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 | C19  | White  |
| C1.5: RETENTION MONEY GUARANTEE   | C21  | White  |
| C1.6: TRANSFER OF RIGHTS  | C23  | White  |
| PART C2: PRICING DATA   |      |        |
| C2.1: PRICING ASSUMPTIONS   | C24  | Yellow |
| C2.2: BILL OF QUANTITIES  | C28  | Yellow |
| PART C3: SCOPE OF WORK  |      |        |
| TABLE OF CONTENTS   | C81  | Blue   |
| C3.1: STANDARD SPECIFICATIONS   | C82  | Blue   |
| C3.2: PROJECT SPECIFICATIONS  | C82  | Blue   |
| C3.3: PARTICULAR SPECIFICATIONS   | C124 | Blue   |
| PART C4: SITE INFORMATION   |      |        |
| C4.1: LOCALITY PLAN   | C207 | Green  |
| C4.2: EXAMPLE OF CONTRACT SIGNBOARD DETAILS   | C208 | Green  |
| ANNEXURE A: GUIDELINES FOR CONSTRUCTION AND   |      |        |
| MAINTENANCE PROJECTS DURING COVID-19 LOCKDOWN   | C217 | White  |

#### 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. ZNB00162/00000/00/EST/INF/20T: BLACKTOP PATCHING ON P10-2 IN THE OKHAHLAMBA LOCAL MUNICIPALITY (KZ235), COST CENTRE ESTCOURT

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:

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

| Signa | ture: (of person authorised to sign the tender) |
|-------|---|
| Name  | : (of signatory in capitals)                    |
| Capad | :ity: (of signatory)                            |
| Name  | of Tenderer: (organisation)                     |
|       | Address:  |
|       | Telephone number:                               |
|       |   |
| Witne | ss:   |
|       | ss:<br>Signature:                               |
|       |   |

[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        | ldress:                        |
|           |                                |
| 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: |  |
|   | -        |  |
|   | Delans.  |  |
|   |          |  |
|   |          |  |
| 3 | Subject: |  |
|   | Details: |  |
|   |          |  |
|   |          |  |
| 4 | Subject: |  |
|   | 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

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.

#### FOR THE TENDERER:

| Signature:   |                                   |
|--------------|-----------------------------------|
| Name:        |                                   |
| Capacity:    |                                   |
| Tenderer: (/ | Name and address of organisation) |
| Witness:     |                                   |
| Signature:   |                                   |
| Name:        |                                   |
| Date:        |                                   |

#### FOR THE EMPLOYER:

| Signature:  |                                   |
|-------------|-----------------------------------|
| Name:       |                                   |
| Capacity:   |                                   |
| Employer: ( | 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 DA   | TA PROVIDED BY THE EMPLOYER  |
|--------------|--|--|
| 1.           | GENERAL  |  |
| 1.1.1.13     | The Defects Liability Period is 12 month   | ns.  |
| SCC 1.1.1.14 |  | Completion is <u>6 months</u> from the date of ing non-working days and special non-working          |
| 1.1.1.26     | Pricing Strategy: The Contract is to be  | a Re-measurement Contract.   |
| 1.1.1.15     | Name of Employer: Province of Department: Department of Transport  | KwaZulu-Natal represented by Head of   |
| 1.2.1.2      | Address of Employer:   |  |
|              | Physical:  | Postal:  |
|              | 1 Sharrat Street<br>Bergville<br>3350  | Private Bag X9043<br>Bergville<br>3350   |
|              | E-mail: <u>nkululeko.miller@kzntransport.</u>  | gov.za   |
|              | Telephone No: 036 448 2018   | Fax No: 036 448 2230   |
| 1.1.1.16     | Name of Employer's Agent:  | Vumesa (Pty) Ltd   |
|              | Address of Employer's Agent:   |  |
|              | Physical:  | Postal:  |
|              | Office 101 Buckhurst<br>Essex Gardens<br>Nelson Drive<br>Westville<br>3630   |  |
|              | E-mail: <u>thabo@vumesa.co.za</u>  |  |
|              | Telephone No: 031 701 1038   | Fax No: 031 701 0963   |
| 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: |  |
|              | <ul><li>6.3.1: Order any work as a Variation 0</li><li>6.3.1: Order any work which requires in the Contract Sum.</li></ul>   | the utilisation of the provision for contingencies<br>the Contract Price to exceed the Contract Sum. |

| CLAUSE              | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER  |
|---------------------|--|
|                     |  |
|                     |  |
| 4.                  | CONTRACTOR'S GENERAL OBLIGATIONS   |
| SCC 4.1.1           | The contract participation goal for local labour content is 6%.  |
|                     | 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 0%.  |
|                     | 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.                          |
|                     | 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. |
|                     | 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.   |
|                     | The wage rates and conditions of labour employed under the Expanded Public Works<br>Programme, shall comply with the Ministerial Determination 4, issued in terms of the<br>Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government<br>Notice No. R347 of 4 May 2012.   |
| SCC 4.4.2           |  |
|                     |  |
|                     |  |
| SCC 4.10.1          |  |
| 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.  |
|                     | <ul> <li>The following documentation shall be submitted within <u>14 days</u> of the Commencement Date by the Contractor before commencing to carry out the Works:</li> <li>(i) Health and Safety Plan (refer to Clause 4.3);</li> <li>(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</li> </ul>     |

| CLAUSE     | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER   |
|------------|---|
|            | <ul> <li>Employer (refer to Clause 4.3);</li> <li>(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);</li> <li>(iv) Initial Programme (refer to Clause 5.6);</li> <li>(v) Security (refer to Clause 6.2); and</li> <li>(vi) Insurance (refer to Clause 8.6);</li> </ul>  |
|            | <ul> <li>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:</li> <li>(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)];</li> <li>(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</li> <li>(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)].</li> </ul> |
| 5.8.1      | The non-working days are Sundays.   |
|            | <ul> <li>The special non-working days are:</li> <li>(i) the statutory public holidays in terms of the Public Holidays Act;</li> <li>(ii) the foreseeable election days declared as a statutory public holiday; and</li> <li>(iii) the annual year-end shutdown period as recommended by the Bargaining Council for the Civil Engineering Industry.</li> </ul>   |
| 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 clause 1210 of the 'COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 Edition', as amended in clause B1210 in Part B of C3.2 Project Specification.   |
| SCC 5.14.4 | The Contractor shall submit the following:  |
|            | <ul> <li>(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</li> <li>(ii) the survey and materials information which the Employer's Agent requires to complete the as-built drawings and records.</li> </ul>  |
| 5.16.3     | 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  |

| CLAUSE    | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER  |  |
|-----------|--|--|
| CLAUSE    | 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:<br>Compiler to select coefficients and Civil Engineering Material Index according to th<br>work category (Scope of Work) detailed in the Employer's 'Open Tender Documer<br>Checklist'. |  |
|           | Road works – upgrade (Schedules A, D, F and G):  |  |
|           | a = 0,2 $b = 0,4$ $c = 0,25$ $d = 0,15$  |  |
|           | Structures (Schedule B):   |  |
|           | a = 0,15 b = 0,2 c = 0,55 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<br>Indices > CPI per province > KwaZulu-Natal" as published in Table A of the Statistical<br>Release P0141 of Statistics South Africa.   |  |
|           | "P" is the "Construction Equipment Index" and shall be the Construction Materials Price<br>Index for "Plant and equipment" as published in Table 4 of the Statistical Release<br>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):<br>"Civil engineering material – roads, general (excluding bitumen)"   |  |
|           | Structures (Schedule B):<br>"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.   |  |
| 6.8.3     | 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.  |  |
| 6.10.1.5  | The percentage advance on Plant and materials not yet built into the Permanent Works is 80%.   |  |
| 6.10.3    | The percentage retention on the amounts due to the Contractor is 10%.  |  |

| CLAUSE    | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER  |
|-----------|--|
|           | 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.             |
|           | 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 <u>R10 000 000,00 (ten million Rand only)</u> 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 Okhahlamba Municipality.   |
|           | The target area for Targeted Enterprises is Okhahlamba 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 MAT  | TERS |         |  |  |  |
| 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 Contractor<br>may be considered, subject to the submission of supporting documentation to the<br>Employer's Agent for valuation to calculate the difference between the rate or price<br>of the special material entered in the table below and the equivalent rate or price<br>actually paid by the Contractor, and for approval. |      |         |  |  |  |
|         | SPECIAL MATERIALS         UNIT         RATE OR PRICE FOR THE BASE<br>MONTH   |      |         |  |  |  |
|         | 35/50 penetration grade bitumen  | ton  |         |  |  |  |
|         | 50/70 penetration grade bitumen  | ton  |         |  |  |  |
|         | 70/100 penetration grade bitumen NIL ( <i>if not applicable</i> )  | ton  |         |  |  |  |
|         | 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

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

## 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.

# 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:   |
|---|
|   |
| (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. ZNB00162/00000/00/EST/INF/20T: BLACKTOP PATCHING ON P10-2 IN THE OKHAHLAMBA LOCAL MUNICIPALITY (KZ235), COST CENTRE ESTCOURT

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 | . 20                              |
| SIGNATURE:         |                                   |
| NAME AND SURNAME:  |                                   |
| CAPACITY:          |                                   |
| WITNESSES: 1.      |                                   |

2. ....

| Thus signed at    | for and on behalf of the CONTRACTOR |
|-------------------|-------------------------------------|
| on this theday of |                                     |
| SIGNATURE:        |                                     |
| NAME AND SURNAME: |                                     |
| CAPACITY:         |                                     |
| WITNESSES: 1.     |                                     |
| 2                 |                                     |

# C1.5: RETENTION MONEY GUARANTEE

## **PRO FORMA**

#### **RETENTION MONEY GUARANTEE**

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

CONTRACT NO. \_\_\_\_\_ FOR \_\_\_\_\_

**ISSUED TO:** the **PROVINCE OF KWAZULU-NATAL**, represented by **HEAD: TRANSPORT** (hereinafter referred to as "the Employer")

**ON BEHALF OF:** ...... (hereinafter referred to as "the Contractor")

In connection with

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer 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

or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 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.

Signed in the presence of the witnesses named hereunder:

| At      | for and on behalf of  |
|---------|-----------------------|
| on this | day of                |
| Signatu | ıre:                  |
| Capaci  | ty:                   |
| Addres  | S:                    |
| As Witr | nesses:               |
| 1.      | Name in Block Letters |
| 2.      | Name in Block Letters |

# 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, Pag | ment Certificate No Date: |
|--|---------------------------|
|  | . For (contract title)    |
|  | in my capacity as         |

..... of (name of Contractor) .....

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the Plant and materials, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) .....

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

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

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

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

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

| DESCRIPTION OF ITEM                | UNIT | QUANTITY | RATE | AMOUNT | SUPPLIER |
|------------------------------------|------|----------|------|--------|----------|
|                                    |      |          |      |        |          |
|                                    |      |          |      |        |          |
|                                    |      |          |      |        |          |
|                                    |      |          |      |        |          |
|                                    |      |          |      |        |          |
| TOTAL VALUE OF PLANT AND MATERIALS |      |          |      |        |          |

Signed by: ......Date: .....Date: ....Date: ....Date: ....Date: .....Date: .....Date:

Witnessed by:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for Plant and materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

# 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 COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) as prepared by the South African Committee of Land Transport Officials (COLTO).

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the COLTO Standard Specifications (1998 edition) 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 COLTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B 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 General and Special Conditions of Contract, the COLTO Standard Specifications subclause 1209(a), 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 subclause 1209(b) of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

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 1209(f) of the COLTO Standard Specifications 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 1220 of the COLTO Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in Clause 1220, 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-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Bill of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

- (a) Items in the COLTO Standard Specifications that would normally be carried out using labour-intensive construction methods.
- (b) Items in the COLTO Standard Specifications that would normally be carried out using equipment but which have been modified specifically so as to require the use of labourintensive construction methods instead of equipment for some or all of the work components of the item.
- (c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than equipment for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour-intensive methods rather than equipment in order to meet such target.

#### 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 sun | n= provisional sum |
|---------|---------------------|--------|-------------------------|----------|--------------------|
| m       | = metre             | I      | = litre                 | kPa      | = kilopascal       |
| km      | = kilometre         | kl     | = kilolitre             | MPa      | = megapascal       |
| km.pass | = kilometre pass    | kg     | = kilogram              | MN       | = meganewton       |
| m²      | = 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         |
| m³      | = 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:

#### B13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) 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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|--------------------|------|
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| TENDER SUMMARY     | C80  |

**SECTION 1200** 

| ITEM    | DESCRIPTION  | UNIT        | LI | QTY   | RATE   | AMOUNT |    |  |
|---------|--|-------------|----|-------|--------|--------|----|--|
|         |  |             |    |       |        | R      | С  |  |
| 1200    | GENERAL REQUIREMENTS AND PROVISION   |             |    |       |        |        |    |  |
| B12.02  | Services:  |             |    |       |        |        |    |  |
|         | (a) Provision for the Protection, Relocation,<br>Realignment, Removal and or Replacement of<br>existing services during construction | Prov<br>Sum |    | 1.0   | 10,000 | 10,000 | 00 |  |
|         | (b) Handling costs and profit in respect of sub item B12.02 (a) above  | %           |    | 10000 |        |        |    |  |
|         |  |             |    |       |        |        |    |  |
|         |  |             |    |       |        |        |    |  |
|         |  |             |    |       |        |        |    |  |
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|         |  |             |    |       |        |        |    |  |
|         |  |             |    |       |        |        |    |  |
|         |  |             |    |       |        |        |    |  |
| TOTAL C | TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS   |             |    |       |        |        |    |  |

|         | JKHAHLAMBA LOCAL MUNICIPALITY (KZ235), CO  |       |    | 010001 |      | <b>SECTION 1</b> | 300 |
|---------|--|-------|----|--------|------|------------------|-----|
| ITEM    | DESCRIPTION  | UNIT  | LI | QTY    | RATE | AMOU             | JNT |
|         |  |       |    |        |      | R                | С   |
| 1300    | CONTRACTOR'S ESTABLISHMENT ON SITE<br>AND GENERAL OBLIGATIONS  |       |    |        |      |                  |     |
| 13.01   | The contractor's general obligations:  |       |    |        |      |                  |     |
|         | (a) Fixed obligations  | L Sum |    | 1.0    |      |                  |     |
|         | (c) Time-related obligations   | Month |    | 6.0    |      |                  |     |
|         | Note: The combined total tender for B13.01 shall<br>not exceed 15% of the tender sum excluding VAT,<br>CPA and Contingencies |       |    |        |      |                  |     |
| B13.03  | Health and Safety Obligations:   |       |    |        |      |                  |     |
|         | (a) Safetey Plan   | L Sum |    | 1.0    |      |                  |     |
|         | (b) Implementation of health and safety plan   | Month |    | 6      |      |                  |     |
|         |  | le la |    |        |      |                  |     |
|         |  |       |    |        |      |                  |     |
|         |  |       |    |        |      |                  |     |
|         |  |       |    |        |      |                  |     |
|         |  |       |    |        |      |                  |     |
|         |  |       |    |        |      |                  |     |
|         |  |       |    |        |      |                  |     |
| TOTAL C | CARRIED FORWARD  |       |    |        |      |                  |     |
|         |  |       |    |        |      |                  | 1   |
| L       |  |       |    |        |      |                  |     |

|        |   |             | <del>, ,</del> |     | 1 | SECTION |      |  |     |
|--------|---|-------------|----------------|-----|---|---------|------|--|-----|
| ITEM   | DESCRIPTION   | UNIT        | UNIT           | LI  |   | I QTY   | RATE |  | UNT |
|        |   |             |                |     |   | R       | С    |  |     |
| 1500   | ACCOMMODATION OF TRAFFIC  |             |                |     |   |         |      |  |     |
| 15.03  | Temporary Traffic Control Facilities  |             |                |     |   |         |      |  |     |
|        | (a) Flagmen   | man-<br>day | LI             | 528 |   |         |      |  |     |
|        | (b) Portable STOP and GO-RY   | No          |                | 4   |   |         |      |  |     |
|        | (d) Amber flicker lights  | No          |                | 2   |   |         |      |  |     |
|        | (e) Road signs, R- and TR-series (1200 mm)  | No          |                | 12  |   |         |      |  |     |
|        | (f) Road signs, TW-series (1200 mm high)  | No          |                | 12  |   |         |      |  |     |
|        | <ul> <li>(h) Delineators (DTG50J), 800mm x 200, including stands and supports</li> <li>i) Single</li> </ul> | No          |                | 120 |   |         |      |  |     |
|        | (j) Traffic cones (750 mm high)   | No          |                | 120 |   |         |      |  |     |
|        | (m) Two-way communication devices   | No          |                | 4   |   |         |      |  |     |
| B15.14 | Provision of traffic safety equipment for the Employer's Agent  |             |                |     |   |         |      |  |     |
|        | (a) Amber flicker beacon  | No          |                | 1   |   |         |      |  |     |
|        | (b) Magnetic "Construction Vehicle" sticker for vehicles with 100mm lettering                               | No          |                | 1   |   |         |      |  |     |
|        | (c) Safety Jackets  | No          |                | 1   |   |         |      |  |     |
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| TOTAL  | CARRIED FORWARD TO SUMMARY OF SECTIONS  | 3           |                |     |   |         |      |  |     |

SECTION 1700

|        |   |      |    |      |      | SECTION 170 |   |
|--------|---|------|----|------|------|-------------|---|
| ITEM   | DESCRIPTION                                 | UNIT | LI | QTY  | RATE |             |   |
|        |   |      |    |      |      | R           | С |
| 1700   | CLEARING AND GRUBBING                       |      |    |      |      |             |   |
| B17.01 | Clearing and grubbing                       |      |    |      |      |             |   |
|        | (i) 0m up to 1.5m                           | m²   |    | 1200 |      |             |   |
|        |   |      |    |      |      |             |   |
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| ITEM    | DESCRIPTION  | UNIT | LI | QTY       | RATE | AMOUN  | IT |
|         |  |      |    |           |      | R      | С  |
| 4200    | ASPHALT BASE AND SURFACING   |      |    |           |      |        |    |
| - 40 00 |  |      |    |           |      |        |    |
| B42.02  | Asphalt surfacing<br>(i) DEEP RECYCLING OF EXISTING PAVEMENT                               |      |    |           |      |        |    |
|         | LAYERS   |      |    |           |      |        |    |
|         | Deep recycle existing pavement layer to a depth of   |      |    |           |      |        |    |
|         | 150mm and stabilize crushed stone base with 3%   |      |    |           |      |        |    |
|         | cement with material from existing pavement layers   |      |    |           |      |        |    |
|         | and compact to 98% MOD AASHTO density,   |      |    |           |      |        |    |
|         | remove all loose material by means of sweeping   |      |    |           |      |        |    |
|         | and apply 0.6l/m2 invert bitumen emulsion and 40mm thick medium graded asphalt using 60/70 |      |    |           |      |        |    |
|         | pen bitumen to surface.  |      |    |           |      |        |    |
|         |  |      |    |           |      |        |    |
|         | i) Deep Recycle size 100m <sup>2</sup> and above   | m²   |    | Rate only |      |        |    |
|         | iii) E.O for item i above for 250mm thick  | m²   |    | 11760     |      |        |    |
|         |  | 111- |    | 11700     |      |        |    |
|         |  |      |    |           |      |        |    |
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| TOTAL C | ARRIED FORWARD TO SUMMARY OF SECTIONS  |      |    |           |      |        |    |

|         | OKHAHLAMBA LOCAL MUNICIPALITY (KZ235), CC   |      |    |      |     | SECTION 480 |      |     |
|---------|---|------|----|------|-----|-------------|------|-----|
| ITEM    | DESCRIPTION   | UNIT | LI | QTY  | QTY | RATE        | AMOU | JNT |
|         |   |      |    |      |     | R           | С    |     |
| 4800    | TREATMENT OF AN EXISTING SURFACE<br>EXHIBITING CERTAIN DEFECTS  |      |    |      |     |             |      |     |
| B48.05  | <b>Repairing Edge Breaks in Surfacing</b><br>Cut existing edge break premix surface to a depth<br>of approximately 40mm, scarify and compact to a<br>density of 98% MOD AASHTO, remove all loose<br>material and dust by means of sweeping and<br>prepare surface to receive tack coat of 1ℓ/m2 of<br>60% Anionic Bitumen emulsion and the void in<br>the patch to be fill in with continuously graded<br>asphalt wearing course to 5mm above the existing<br>road surface. |      |    |      |     |             |      |     |
|         | iii) Patch size 10 to 100m <sup>2</sup>   | m²   |    | 3800 |     |             |      |     |
|         |   |      |    |      |     |             |      |     |
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| TOTAL C | ARRIED FORWARD TO SUMMARY OF SECTIONS   | ;    |    |      |     |             |      |     |

|         |   |             |    |       |        |        | N 8100 |
|---------|---|-------------|----|-------|--------|--------|--------|
| ITEM    | DESCRIPTION   | UNIT        | LI | QTY   | RATE   | AMOU   | NT     |
|         |   |             |    |       |        | R      | С      |
| 8100    | TESTING MATERIALS AND WORKMANSHIP   |             |    |       |        |        |        |
| B81.02  | Other special tests requested by the Engineer.  |             |    |       |        |        |        |
|         | (a) cost of testing   | Prov<br>Sum |    | 1.0   | 30,000 | 30,000 | 00     |
|         | (a) Handling costs and profit in respect of sub item<br>B81.02 (a) above<br>Note: Should not exceed 10% | %           |    | 30000 |        |        |        |
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| TOTAL C | ARRIED FORWARD TO SUMMARY OF SECTIONS   | 6           |    |       |        |        |        |

|        |   |       |    |     | 1    | ECTION D1 |   |
|--------|---|-------|----|-----|------|-----------|---|
| ITEM   | DESCRIPTION                                   | UNIT  | LI | QTY | RATE |           | - |
|        |   |       |    |     |      | R         | С |
| D1000  | DAYWORKS                                      |       |    |     |      |           |   |
| D10.01 | Labour  |       |    |     |      |           |   |
| 010.01 |   |       |    |     |      |           |   |
|        | (a) Unskilled Labour                          | hours | LI | 160 |      |           |   |
|        | (b) Skilled Labour                            | hours | LI | 40  |      |           |   |
|        | Rate to include for all overheads and profits |       |    |     |      |           |   |
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# PROVINCE OF KWAZULU-NATAL DEPARTMENT OF TRANSPORT

# CONTRACT NO. ZNB00162/00000/00/EST/INF/20/T: BLACKTOP PATCHING ON P10-2 IN THE OKHAHLAMBA LOCAL MUNICIPALITY (KZ235), COST CENTRE ESTCOURT

# SCHEDULE A: ROADWORKS

## SUMMARY OF SECTIONS

| SECTION | DESCRIPTION  | AMOUNT |
|---------|--|--------|
| 1200    | GENERAL REQUIREMENTS AND PROVISIONS                            | R      |
| 1300    | CONTRACTOR'S ESTABLISHMENT ON SITE AND<br>GENERAL OBLIGATIONS  | R      |
| 1500    | ACCOMMODATION OF TRAFFIC                                       | R      |
| 1700    | CLEARING AND GRUBBING  | R      |
| 4200    | ASPHALT BASE AND SURFACING                                     | R      |
| 4800    | TREATMENT OF AN EXISTING SURFACE EXHIBITING<br>CERTAIN DEFECTS | R      |
| D1000   | DAYWORKS   | R      |
|         | TOTAL CARRIED FORWARD TO TENDER SUMMARY                        | R      |

# PROVINCE OF KWAZULU-NATAL DEPARTMENT OF TRANSPORT

# CONTRACT NO. ZNB00162/00000/00/EST/INF/20/T: BLACKTOP PATCHING ON P10-2 IN THE OKHAHLAMBA LOCAL MUNICIPALITY (KZ235), COST CENTRE ESTCOURT

# TENDER SUMMARY

| DESCRIPTION                                       | AMOUNT |
|---|--------|
| Totals of Bill 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: Contract Price Adjustment (5% of SUBTOTAL 2) | R      |
|   |        |
| SUBTOTAL 3  | R      |
| Add: VAT (15% of SUBTOTAL 3)                      | R      |
| TOTAL CARRIED FORWARD TO FORM OF OFFER C1.1.1     | R      |

Date: .....

PAGE

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| C3.2 | PROJECT SPECIFICATIONS                     | C43        |
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|      | 3. PROCUREMENT                             | C51        |
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# C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the 'COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 Edition'.

# C3.2: PROJECT SPECIFICATIONS

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 Phase 2 of the repair of P10-2 from Winterton to KZN Parks and tourism board The sections of Main Road P10-2 commences at km

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 project is situated on Road P304 which is situated in the South Area of Bergville Municipal Area. The general location of the works is shown on the locality plan of this document.

The Contractor may quote for in a specific geographical area or multiple areas, depending upon, capacity of the company. However, the travelling from one region to another will be to the Contractors' account, and the Contractor must make provision for this when quoting.

### 1.3 Overview of the Works

The Contractor covers a number of drainage related maintenance activities which include:

- Provision of traffic accommodation facilities.
- Patch potholes

The specific requirements for each project will be detailed by the relevant Regional Engineer or representative.

The Contractor will be responsible for the accommodation of traffic, for preparing the new or existing road for the work to be done and for clearing of site. The Contractor may quote for any portion of the scheduled work or for any particular District where applicable.

#### 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) Patching potholes
- d) Dumping of spoil material
- e) Finishing and cleaning up of the road and road reserve.

- f) 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.
- g) Removal of all site establishment facilities and constructional plant on completion of the Works.
- h) 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 quantities 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.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Bill of Quantities in Section C2.2.

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.

The Department requires the contractors to establish the necessary machines and personnel to carry out surfacing, reseals or fog sprays depending on the need for a specific road to the approved seal design and specification. The works will be to prepare the surface to be sealed by washing, brooming, cleaning the roadway and to clear the road edge of any build-up of material or vegetation. The existing road studs if present will be removed or destroyed in the case of Armorlites.

The stone if required must be tested before being brought to site as well as in stockpile on site in order for the contractor to ensure that the stone being applied is to the specification as per surfacing design.

The stone in stockpile must be pre-coated with a suitable pre-coating product.

The contractor is responsible for all traffic control and safety in the area of the works. One lane must be available to the travelling public at all times and the maximum length of roadway to be under construction at any one time is 2 kilometres. At night all obstructions must be removed and the necessary signs such as no lines, loose stones, speed limits, etc must be left on the site to ensure that the travelling public are safe. Some of these signs will need to be left on the road until such time that the road marking has been completed. Further, temporary road studs may be required to be placed to make the site at night safe.

After surfacing with the necessary attention to the joints and edges, the roadway must be broomed to assist with the stone orientation and to remove the excess aggregate.

The site camp and aggregate stock pile sites must be cleared and cleaned to the satisfaction of the Department or its representative. This must include excess stone in the drainage elements. Spilt bitumen and the cut off paper must be suitably disposed of at a registered waste disposal dump or as set out in the Environmental Management Plan.

#### 1.5.1 Access to the Site

Access to the Site to be obtained from the department on proposed sections of the Roads.

Throughout the duration of the contract, Roads shall be shared with other contractors engaged by the KwaZulu-Natal Department of Transport on the identified projects 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 3306(f) of the COLTO Standard Specifications.

#### 1.5.4 Quantities

The approximate leading quantities for the permanent Works to be constructed will be issued as per respective roads to be identified by Project Managers

#### 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

Where possible, the contractor shall source material from within 3 km of the site utilizing local labour.

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, 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.

#### **1.5.7** Accommodation of traffic

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

#### 1.5.8 Accommodation of other contractors

The Contractor shall be required to liaise with, cooperate with and accommodate all other contractors in particular between P304 and at any other part of the site where the other contractors may be working simultaneously, with a view to ensuring the smooth running of all contracts.

#### 1.5.9 Existing services

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 roads will be located on various areas from Cost Centre Offices and rainfall regions are yet to be identified.

# 1.5.12 Environment

The Contractor's attention is called to clause B1233 of Part B of these Project Specifications 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 has been 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-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

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

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

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

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

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant 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 with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described in clause B1224 of these Project Specifications. 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 section 8100 of the Schedule of Quantities for all acceptance control testing laboratory work to be carried out by the Employer's Agent using the laboratory facilities included in section 1400 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 COLTO standard specifications.

#### **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 COLTO Standard Specifications 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

Possible locations for a campsite shall be pointed out at the clarification meeting.

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 B1233 of these Project Specifications.

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 B13.01(c) (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 quoted 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 1204 of the COLTO Standard Specifications, and clause B1204 of Part B in section C3.2 Project Specifications.

A provisional preliminary construction programme for guidance purposes only is included below. This programme is given in good faith and no claims will be entertained due to inaccuracies, discrepancies or omissions contained in the programme.

#### PRELIMINARY CONSTRUCTION PROGRAMME

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 B1215.
- 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 B1233 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 E: 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.

For the guidance of Bidders, a provisional preliminary construction programme is included below. This programme is given in good faith and no claims shall be entertained due to inaccuracies, discrepancies or omissions contained in the programme.

# 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 State Road Authorities, 1998 Edition', 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 State Road Authorities, 1998 Edition', as prepared by the South Africa Committee of Land Transport Officials (COLTO) 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: Daywork
- Part E: OHSA 1993 Health and Safety Specification
- Part F: Expanded Public Works Programme
- Part G: Small Contractor Development

The 'Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 Edition' is applicable to this Contract but contains references to the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 Edition' which is not applicable to this Contract. Table B1115 in Section C3.2 Project Specifications, amends these references to 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<br>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 1204 'Programme of Work' of the 'Standard Specifications' 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<br>and deliver to the Employer/Employer's Agent are to be as described in clause 1205<br>'Workmanship and Quality Control' of the 'Standard Specifications' and clause 7 'Quality<br>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 1207 'Notices, Signs and Advertisements' of the 'Standard Specifications', 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 B1202 of Part B of Section C3.2 Project Specifications.  |  |
| 4.17.3   | Services that are known to exist on the site are described in clause B1202 of Part B of Section C3.2 Project Specifications.   |  |
| 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 E 'OHSA 1993<br>Health and Safety Specification' in Section C3.3 Particular Specifications of these<br>Project Specifications.   |  |

#### 5.1.1.1 Additional clauses:

#### (a) Site meetings and procedures

Site meetings shall be convened as described in clause 1227 'Monthly Site Meetings' of the 'Standard Specifications'. 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 1219 'Water' and 1404 'Services' of the 'Standard Specifications'.

### 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 1215 of the 'Standard Specifications'. 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 F: Expanded Public Works Programme and Part G: 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 COLTO Standard Specifications, 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 'B' with a number corresponding to the relevant clause or item number in the COLTO Standard Specifications.

New clauses and payment items not covered by clauses or items in the COLTO Standard Specifications have been included here and have also been designated with the prefix 'B'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the COLTO Standard Specifications.

# SECTION 1100: DEFINITIONS AND TERMS

# B1115 GENERAL CONDITIONS OF CONTRACT

#### Replace clause 1115 with the following:

"The General Conditions of Contract that govern this contract are the General Conditions of Contract for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering (SAICE), also referred to as GCC 2015.

Each definition in the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 and in the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 that has an equivalent definition in the GCC 2015, shall be re-interpreted in terms of GCC 2015, and, where applicable, shall be replaced by the equivalent definition from the GCC 2015. A guide in this regard is shown in Tables B1115/1 and B1115/2 below.

The COLTO Standard Specifications make frequent use of the term "engineer". The Project Specifications and the Bill of Quantities in turn make reference to the COLTO Standard Specifications and may use similar terminology in order to facilitate the reading and cross-referencing thereof.

Wherever in the COLTO Standard Specifications, Project Specifications or Bill of Quantities reference is made to the "engineer" or the "Engineer", this is to be interpreted as the "Employer's Agent" as defined in subclause 1.1.1.16 of GCC 2015.

Wherever in the COLTO Standard Specifications, Project Specifications or Bill of Quantities reference is made to the "engineer's representative" or the "Engineer's Representative", this is to be interpreted as the "Employer's Agent's Representative" as defined in subclause 1.1.1.17 of GCC 2015."

|           | COLTO GCC TO GCC 2015                        |   |  |  |
|-----------|--|---|--|--|
|           | Clause that refers to, or defines, a         | Equivalent reference to a Clause that refers to, or |  |  |
|           | contractual term in either the COLTO General |   | defines, a contractual term in General Conditions of |  |
|           | Contract for Road and Bridge Works for       |   | onstruction Works, Third Edition                     |  |
|           | thorities 1998 (COLTO GCC 1998) or           | (2015), applica                                     | ble to this contract                                 |  |
|           | pecifications for Road and Bridge            |   |  |  |
|           | e Road Authorities 1998                      |   |  |  |
| COLTO GCC | Referenced COLTO GCC defined                 | GCC 2015  | GCC 2015 defined term                                |  |
| Clause No | term   | Clause No   |  |  |
| 1(1)(b)   | Appendix                                     | 1.1.1.8   | Contract Data  |  |
| 1(1)(f)   | Constructional Plant                         | 1.1.1.6   | Construction Equipment                               |  |
| 1(1)(n)   | Engineer                                     | 1.1.1.16  | Employer's Agent                                     |  |
| 1(1)(o)   | Engineer's Representative                    | 1.1.1.17  | Employer's Agent's Representative                    |  |
| 1(1)(p)   | Letter of Acceptance                         | 1.1.1.20  | Form of Offer and Acceptance                         |  |
| 4(3)      | Letter of Acceptance (written proof          | -   | Confirmation of Receipt (pro forma                   |  |
|           | of) delivery of                              |   | appearing with the Form of Offer and                 |  |
|           |  |   | Acceptance in GCC 2015)                              |  |
| 1(1)(q)   | Permanent Works                              | 1.1.1.22  | Permanent Works                                      |  |
| 1(1)(q)   | Permanent Works                              | 1.1.1.23  | Plant  |  |
| 1(1)(s)   | Project Specifications                       | 1.1.1.28  | Scope of Work  |  |
| 1(1)(t)   | Schedule of Quantities                       | 1.1.1.2   | Bill of Quantities                                   |  |
| 1(1)(t)   | Schedule of Quantities                       | 1.1.1.25  | Pricing Data   |  |
| 1(1)(w)   | Special Conditions                           | 1.1.1.8   | Contract Data  |  |
| 1(1)(x)   | Specifications                               | 1.1.1.28  | Scope of Work  |  |
| 1(1)(x)   | Specifications                               | 1.1.1.30  | Site Information                                     |  |

# Table B1115/1: COLTO GCC TO GCC 2015

#### Table B1115/2: COLTO STANDARD SPECIFICATIONS TO GCC 2015

| COLTO         | Reference to COLTO General Conditions of     | Equivalent reference in General Conditions of  |
|---------------|--|--|
| Standard      | Contract 1998 shown in the Standard          | Contract for Construction Works, Third Edition |
| Specification | Specifications for Road and Bridge Works for | (2015), applicable to this Contract            |

|                    |              | pad Authorities 1998  |              |   |
|--------------------|--------------|---|--------------|---|
| Clause No          | Clause<br>No | Description or Reference  | Clause<br>No | Description or Reference amended to                                       |
| 1115               |              | Definition of GCC, special  |              | Definition GCC 2015 in the Contract                                       |
| 1000               | 45           | conditions of contract  | 5.0          | Data  |
| 1202               | 15           | Construction programme  | 5.6          | Programme   |
| 1204               |              | General reference to GCC  |              | Applicable to GCC 2015  |
| 1206               | 14           | Setting out of Works  |              | Not defined – see SANS 1921   |
| 1209(a)            |              | General reference to GCC  |              | Applicable to GCC 2015  |
| 1209(e)            | 52           | Valuation of material brought onto site                             | 6.10.2       | Valuation of material brought onto site                                   |
| 1210               | 54           | Certificate of practical completion                                 | 5.14.2       | Issue of Certificate of Practical<br>Completion                           |
| 1212(l)            | 49           | CPA on alternative designs  | 6.8          | Adjustment in rates and/or prices   |
| 1215               | 45           | Extension of time for completion due to abnormal rainfall           | 5.12.2       | Some reasons for extension of time  |
| 1217               | 35           | Care of the Works   | 8.2          | Care of the Works   |
| 1303               |              | General reference to GCC  |              | Applicable to GCC 2015  |
| Item 13.01         | 40           | Dries adjuster ant item 40.04(a)                                    | <u> </u>     |   |
| 1303<br>Item 13.01 | 49           | Price adjustment item 13.01(a)                                      | 6.8          | Adjustment in rates and/or prices   |
| 1303<br>Item 13.01 | 49           | Price adjustment item 13.01(b)                                      | 6.8          | Adjustment in rates and/or prices   |
| 1303<br>Item 13.01 | 53           | Variations exceeding 20%  | 6.11         | Variations exceeding 15 per cent  |
| 1303<br>Item 13.01 | 12           | Payment item 13.01(c)   | 5.3          | Commencement of the Works   |
| 1303<br>Item 13.01 | 45           | Payment item 13.01(c)   | 5.12         | Extension of time for Practical<br>Completion                             |
| 1403(c)(ii)        | 40(1)        | Variation for rented accommodation                                  | 6.4.1        | Valuation of variations   |
| 1505               | 40(1)        | Variation for temporary drainage                                    | 6.4          | Valuation of variations   |
| 1517               | 48           | Payment of Provisional Sum  | 6.6          | Provisional sums and prime cost   |
| Item 15.08         | -0           |   | 0.0          | sums  |
| 1517               | 48           | Payment of Provisional Sum  | 6.6          | Provisional sums and prime cost   |
| Item 15.09         | 40           |   |              | sums  |
| 1517<br>Item 15.11 | 48           | Payment of Provisional Sum  | 6.6          | Provisional sums and prime cost sums                                      |
| 3108<br>Note (2)   | 40           | Payment for prospecting for<br>materials                            | 6.6          | Provisional sums and prime cost sums                                      |
| 3204(b)(iii)       | 40           | Payment for breaking down of<br>oversize material                   | 6.4          | Valuation of variations   |
| 3303(b)            | 2            | Engineer's decisions, with reference to materials classification    | 3.2          | Functions of the Employer's Agent   |
| 4404               | +            | General reference to GCC, PC  | 6.6.2        | General reference to GCC 2015,  |
| ltem 44.06         |              | Sums  | 0.0.2        | Prime cost sums   |
| 5803(c)            | 40           | Variation, for landscaping  | 6.3          | Variations  |
| 5805(d)            | 40           | Variation, for grassing   | 6.3          | Variations  |
| 5809               | 48           | Payment for extra work  | 6.6          | Provisional sums and prime cost   |
| Item 58.10         | 40           | Variation for tasting material                                      | 6.3          | sums<br>Variations  |
| 8103(c)            | 40           | Variation, for testing material                                     |              |   |
| 8117<br>Item 81.02 |              | General reference to GCC,<br>Provisional Sums                       | 6.6          | General reference to GCC 2015,<br>Provisional sums and prime cost<br>sums |
| 8117<br>Item 81.03 | 22           | Clearance of site on completion,<br>with reference to core drilling | 5.15.1       | Clearance of Site on completion   |

# SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

# B1202 SERVICES

Add the following at the end of clause 1202:

"A provisional sum is included in the schedule of quantities to cover the costs of relocating the known services. This provisional sum shall be used to effect payments for the services relocation work carried out by the subcontractor selected by the contractor in consultation with the employer for this purpose."

#### **B1204 PROGRAMME OF WORK**

Add the following paragraph to the end of clause 1204:

"(c) Additional requirements

The Contractor in compiling the construction programme, shall show and take into account the following:

(i) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).

(ii) Provision of an expected delay of "n" working days due to normal rainy weather during the contract period, including any approved extension of time, to be shown as a float in the programme, and distributed amongst the calendar months, as set out in clause B1215.

(iii) Construction activities must comply with all the specified environmental requirements including clause B1233 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

(iv) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHSA 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.

(v) Public traffic, utility service providers and authorised contractors must be accommodated through the site.

(vi) The provision of embargo days on which work is prohibited as detailed in table B1204/1:

#### **B1205 WORKMANSHIP AND QUALITY CONTROL**

Add the following paragraph to the end of clause 1205:

"Testing for quality control shall be conducted in accordance with the requirements of Section 8100 for Quality Control (Scheme 1)."

#### B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete the first paragraph of clause 1206 in its entirety and replace it with the following:

"The contractor shall comply with all legal provisions in regard to surveying and setting out work."

Add the following paragraph to the end of clause 1206:

"It may become necessary to construct, level and coordinate new survey beacons during the course of the contract, or to protect existing survey beacons. A provisional sum is included in the schedule of quantities to cover the costs of such work."

#### **B1209 PAYMENT**

# (a) Contract rates

Add the following new paragraph at the end of subclause 1209(a):

"All rates tendered are to be exclusive of VAT."

# **B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS**

Add the following to subclause 1210(e) after the words "road-surface markings":

"(including roadstuds)".

# B1212 ALTERNATIVE DESIGNS AND OFFERS

Add the following to the end of subclause 1212(m):

"The provision for contract price adjustment in the original tender summary must not under any circumstances be altered in an alternative offer."

# B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

# Method (ii) (Critical-path method)

Delete the words "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of Method (ii).

# Add the following to the end of Method (ii):

"The value of "m" working days expected delay caused by normal rainy weather for each respective calendar month of any year, is given in table B1215/1 below:

| EXPECTED DELAY OF WORKING DAYS DUE TO NORMAL RAINY WEATHER |   |           |   |  |
|--|---|-----------|---|--|
| Month  | Expected delay of "m" working<br>days due to normal rainy weather | Month     | Expected delay of "m" working<br>days due to normal rainy weather |  |
| January*   | 4 (3)   | July      | 1   |  |
| February   | 4   | August    | 1   |  |
| March  | 4   | September | 2   |  |
| April  | 3   | October   | 3   |  |
| May  | 2   | November  | 4   |  |
| June   | 1   | December* | 4 (2)   |  |

Table B1215/1 EXPECTED DELAY OF WORKING DAYS DUE TO NORMAL RAINY WEATHER

\* 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 18 (*compiler to select number of expected working days during the <u>original contract period</u>) 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.* 

Delays on programmed and actually planned working days only, shall be taken into account for an extension of time. If a delay due to wet conditions is caused by, or exacerbated by, the lack of adequate temporary drainage measures, such a delay shall not be taken into account in the calculation of any extension of time. Any delay due to rainfall shall only be recognized and granted to the extent that the delay

could not be mitigated by changing work sequences.

Each day, or part of a day so agreed by the engineer, will accrue as "m" working days delay due to normal rainy weather. The summary of accrued "m" working days delay shall be recorded at each site meeting.

A claim for an extension of time will only be considered if the approved accumulative "m" working days delayed due to normal rainy weather, exceeds the contract provision of "n" working days during the contract period up to the due completion date, including any approved extension of time.

Note:

(1) Any surplus of the contract provision of "n" working days not claimed as rain days during the original contract period, shall not affect the original due completion date.

(2) For any approved extension of time period, any surplus of the contract provision of "n" working days not claimed as rain days during the original contract period, shall then be carried forward as a provision for an expected delay on working days due to normal rainy weather during the approved extension of time period."

#### B1219 WATER

Add the following paragraph to the end of clause 1219:

"The contractor shall arrange for chemical tests to be carried out to confirm the suitability of his proposed water sources for use as drinking water and for use in the concrete construction. The contractor shall ensure that these tests also include testing for salinity and sugar content levels.

The contractor shall note that the necessary permission must be obtained from the Department of Water and Sanitation for the abstraction of water from streams and rivers."

# B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following paragraph to the end of clause 1224:

"The handing-over of the road reserve for this project shall be subject to the following restrictions:

- (a) Only that portion of the road reserve to be identified shall be handed over to the Contractor. The Contractor shall be responsible for the maintenance along this portion of the road until completion of the contract.
- (b) The Contractor shall be required to accommodate public traffic as well as the Employer's other contractors working on various projects in the area related to the construction of identified roads.
- (c) The Contractor shall be required to accommodate service owners and other contractors working on the services relocation and maintenance in the execution of their duties."

#### **B1229 SABS CEMENT SPECIFICATIONS**

Add the following paragraphs to the end of clause 1229:

"All cement used on this contract shall comply with SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

Where reference is made in these Project Specifications or in the COLTO Standard Specifications to the former SABS cement specifications (e.g., SABS 471, SABS 626, SABS 831, SABS 1491), such reference shall be replaced with the new specification:

• SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

The blending of cements on site shall not be permitted."

Add the following new clauses at the end of Section 1200:

# **"B1230 COMMUNITY LIAISON**

#### (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.

#### (b) Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent 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 labour 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 section 1200 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.

#### **B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended. The contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the contractor at the commencement of the contract.

# B1232 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 engineer 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 engineer against any claims, damages and / or costs that may arise in this regard.

#### **B1233 ENVIRONMENTAL IMPACT CONTROL**

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and in addition to normal good construction practice expected of the contractor, the following requirements shall also be complied with:

- (a) The contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the engineer and the local communities.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary

and / or permanent dams shall be done with the necessary approvals from the Department of Water and Sanitation and the Department of Environmental Affairs.

- (f) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.
- (g) Provision shall be made to prevent excessive erosion and siltation throughout the contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the contractor's construction activities, the contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the engineer.
- (h) Alien and invader species of plants shall be controlled.
- (i) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item B13.02(a) Compliance with environmental management specification. Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

# B1234 MEASUREMENT AND PAYMENT

ltem

# B12.01 Services:

- (a) Protection, relocation, realignment, removal or replacement of services ...... provisional sum
- (b) Handling costs and profit in respect of subitem B12.01(a) above......percentage (%)

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 engineer under subitem B12.01(a), and shall include full compensation for the handling costs of the contractor and the profit in connection with the protection, relocation, realignment, removal or replacement of the relevant services.

ltem

# B12.02 Construction of new survey beacons and protection of existing survey beacons:

- (a) Provisional sum for new survey beacons to be constructed or for existing survey beacons to be protected during construction ...... provisional sum
- (b) Handling costs and profit in respect of subitem B12.02(a) above......percentage (%)

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 engineer under subitem B12.02(a), and shall include full compensation for the handling costs of the contractor and the profit in connection with the construction of new survey beacons or the protection of existing survey beacons.

ltem

Unit

Unit

Unit

# B12.03 Provision of a Community Liaison Officer (CLO):

- (a) Wages, salary and allowances..... provisional sum
- (b) Handling costs and profit in respect of subitem B12.03(a) above......percentage (%)

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 engineer under subitem B12.03(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 (CLO)."

# SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

# **B1302 GENERAL REQUIREMENTS**

#### (c) Legal and contractual requirements and responsibility to the public

Add the following new paragraphs to the end of subclause 1302(c):

"Legislation imposes mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment. To assist the contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, Parts C, E, F and G are included in section C3.3 Particular Specifications in the project specifications.

The contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work, the application of the Compensation for Occupational Injuries and Diseases Act, 1993, and compliance with the requirements of Part C: Environmental Management Specification, Part E: OHSA 1993 Health and Safety Specification, Part F: Expanded Public Works Programme and Part G: Small Contractor Development contained in section C3.3 Particular Specifications.

Part C: Environmental Management Specification contains the environmental management specification for this project. Its provisions regulate the contractor's construction methods so as to ensure responsible conduct with respect to the environment and responsible treatment of the environment relevant to the project. A new pay item B13.02 is included in section 1300 to allow the contractor to make separate provision for the cost of environmental management obligations during the construction process.

Part E: OHSA 1993 Health and Safety Specification contains the specifications that regulate the Contractor's construction methods so as to ensure the health and safety of his employees and the public. A new pay item B13.03 is included in section 1300 to allow the contractor to make separate provision for the cost of health and safety obligations during the construction process.

Part F: Expanded Public Works Programme contains requirements for employment and training in terms of the National Youth Service programme (where applicable – refer to Part F). Various pay items related to these requirements are included in Part F. However, to the extent that any costs relating to the requirements of Part F are not covered by the pay items in that section, the contractor shall include for such costs in the existing pay item B13.01 in section 1300.

Part G: Small Contractor Development contains provisions that regulate the contractor's construction processes for compliance with Government's initiatives towards broad-based black economic empowerment. Various pay items related to these requirements are included in Part G. However, to the extent that any costs relating to the requirements of Part G are not covered by the pay items in that section, the contractor shall include for such costs in the existing pay item B13.01 in section 1300. The contractor shall note that non-compliance with the provisions of Part G may lead to the imposition of penalties as described in clause G3.3.4."

#### **B1303 PAYMENT**

Add the following at the start of item 13.01:

"All references in item 13.01 to the final value of the work increasing or decreasing by "twenty (20) per cent" in terms of the COLTO Standard Specifications shall be read as increasing or decreasing by "fifteen (15) per cent" in terms of the General Conditions of Contract 2015.

Separate provision has been made in the schedule of quantities for the pricing of the contractor's "General Item" obligations with regard to environmental management and health and safety."

Refer to the second sentence of the second last paragraph of item 13.01 and delete the words "from the date on which the Contractor has received the letter of acceptance in terms of clause 12 of the general conditions of contract," and replace these words with the following:

"from the commencement date of the Works in terms of clause SCC 5.3.1 of the General Conditions of

Contract 2015,".

Add the following at the end of clause 1303:

"Note (1): Extension of time

The amount payable to the contractor for time-related general items arising from an extension of time granted in accordance with clause 5.12.1 and 5.12.2 of the GCC 2015, shall be calculated as follows:

- (i) The contractor shall claim for an extension of time in terms of the number of days delay incurred calculated in accordance with clause 5.1 of the GCC 2015.
- (ii) The contractor shall base his claim for an extension of time in terms of the number of <u>working</u> days delay incurred. Non-working days and special non-working days as defined in the contract data shall not be counted as <u>working</u> days.

The number of <u>working</u> days extension of time granted by the engineer, shall then be added to the original due completion date of the contract, commencing on the first <u>working</u> day after the day of the original due completion date, and ending on a <u>working</u> day which shall then be the extended due completion date.

(iii) The number of <u>calendar</u> days extension of time to be granted by the engineer from the original due completion date to the extended due completion date as calculated in (ii) above, shall then be calculated commencing on the first <u>calendar</u> day after the day of the original due completion date.

The following formula shall then be used to calculate the number of <u>months</u> extension of time granted:

No. of months extension of time granted

- = [(No. of <u>calendar</u> days extension of time granted / 365) x 12]
- (iv) The number of <u>months</u> extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related obligations under item B13.01(c) and in accordance with clause 5.12.3 of the GCC 2015 as a result of the extension of time granted.
- <u>Note:</u> The number of <u>months</u> extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under sections 1300, 1400, 1500 or elsewhere in the schedule of quantities, that involve the unit of measurement "month" and that were provided on site for the full duration of the extension of time period. Where such items were provided for a portion of the extension of time period only, a pro rata payment shall be made, based on the number of <u>calendar</u> days the item was provided on site after the original due completion date divided by the number of <u>calendar</u> days as calculated in (iii) above for the extension of time granted."

ltem

#### B13.01 The contractor's general obligations:

Add the following before the start of the first paragraph of item 13.01:

"Subitems B13.01(a), (b) and (c) are "General Items" as defined in clause 1.1.1.21 of GCC 2015."

After the end of subclause (iii) in the first paragraph of item 13.01, add the following new subclauses which further define the contractor's general obligations:

"(iv) Complying with the requirements and conditions of the additional specifications in Part F: Expanded Public Works Programme to the extent that any costs relating to the requirements of Part F are not covered by the pay items included in that section.

Unit

(v) Complying with the requirements and conditions of the additional specifications in Part G: Small Contractor Development relating to the Government's broad-based black economic empowerment initiatives to the extent that any costs relating to the requirements of Part G are not covered by the pay items included in that section. The tendered amount shall also include the cost of establishment on site within the Contractor's own camp facilities, for the Targeted Enterprises, including the provision of site offices, common camp facilities, medical, security, safety, electricity, water, sewage services, waste disposal and all other camp services."

Add the following new payment items at the end of clause 1303:

| "Item  | Unit  |  |
|--------|---|--|
| B13.02 | Environmental management:                                   |  |
| (a)    | Compliance with environmental management specificationmonth |  |
| (b)    | Environmental officermonth                                  |  |

The unit of measurement for subitem B13.02(a) is month. The tendered rate shall include full compensation for compliance with Part C Environmental Management Specification.

The unit of measurement for subitem B13.02(b) is month or part thereof that the service is provided. The tendered rate shall include full compensation for the provision of an environmental officer including all employment costs, accommodation and transport costs and all other associated overhead costs.

# B13.03 Health and safety:

Item

| (a) | Health and safety planlump sum (S          | um)  |
|-----|--|------|
| (b) | Implementation of health and safety planmo | onth |

The unit of measurement for subitem B13.03(a) is the lump sum. The tendered rate shall include full compensation for assessing the risks associated with the works, preparing the contractor's health and safety plan and for the submission of a copy to the engineer.

The unit of measurement for subitem B13.03(b) is month or part thereof. The tendered rate shall include compensation for implementing 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.

Unit

| B13.04 | Contract signboard | number (No) |
|--------|--------------------|-------------|
| B13.04 | Contract signboard | number (No) |

The unit of measurement shall be the number of contract signboards erected as instructed by the engineer.

The tendered rate shall include full compensation for providing and erecting each contract signboard complete (refer to the typical signboard face detail shown in Section C4.2), including for timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion.

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

# SECTION 1500: ACCOMMODATION OF TRAFFIC

#### B1501 SCOPE

Add the following to the end of clause 1501:

"Throughout the course of the contract the contractor shall ensure that the works do not prevent service owners or the employer's other contractors from gaining access through the site.

The contractor shall be required to accommodate traffic in the vicinity of the points at which he accesses the site from the existing road network. All movements of the contractor's plant to and from the existing access road at these intersections shall be strictly controlled by means of appropriate signage, delineators, stop / go facilities and flagmen."

# **B1502 GENERAL REQUIREMENTS**

Add the following new subclauses to the end of clause 1502:

#### "(j) Public traffic

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the existing roads. In all dealings with the public the contractor shall bear in mind the public's right to enjoy the use of the road, and the employer's desire to interfere as little as possible with this right. At all points of contact with the public, the contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

#### (k) Lane closures

The contractor shall be prohibited from accommodating traffic by means of a lane closure during an embargo period due to peak traffic conditions as detailed in table B1502/1.

Compiler to consult the Department's Project Manager on the embargo periods.

Table B1502/1

|                                | LANE CLOSURE EMBARGO PERIOD  |
|--------------------------------|--|
| Description of work prohibited | Embargo period   |
| N/A (Compiler: select "N/A" if | N/A  |
| there is no embargo period)    |  |
| Lane closure                   | (i) Day before Good Friday (e.g. for high trafficked routes such as R66)   |
|                                | (ii) Annual year-end shutdown period (e.g. for high trafficked routes such |
|                                | as R66)  |

The contractor shall programme the works in order to ensure that there shall be no lane closures during an embargo period, and shall make provision for the embargo period as specified in clause B1204 Programme of Work".

#### **B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

Replace the first sentence of the first paragraph of clause 1503 with the following:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control facilities) in accordance with these project specifications and as shown on the drawings and in the South African Road Traffic Signs Manual, Volume 2, Chapter 13 Roadworks Signing, and shall remove them when no longer required.

The contractor shall replace at his own cost any traffic-control facilities that have been damaged, lost or stolen. The contractor shall also remove all bituminous or other foreign material from the traffic-control facilities in order to keep them clean and visible at all times. Traffic-control facilities that can no longer be cleaned effectively shall be replaced with new ones at the cost of the contractor."

Replace the first sentence of the third paragraph of clause 1503 with the following:

"The type of construction, spacing and placement of traffic-control facilities shall be in accordance with the South African Road Traffic Signs Manual, Volume 2, Chapter 13 Roadworks Signing, these project specifications, and the drawings.

The details shown for spacing and placement of traffic-control facilities may, however, be revised at the discretion of the engineer where deemed necessary to accommodate local site geometry and traffic conditions."

#### (a) Traffic-control devices

Add the following new paragraph after the end of the second paragraph of subclause 1503(a):

"The reduction of the road width to a single lane carrying one-way traffic and controlled by "STOP / GO" boards shall be allowed only during daylight hours in clear weather conditions when work is actively taking place on the road, and such reduction of the road width shall always be accompanied by sufficient on-going watering to keep the dust down at all times on any trafficked gravel surfaces in order to maintain good visibility along the deviation. At least two lanes carrying two-way traffic shall be provided at all other times."

# (b) Road signs and barricades

#### Add the following to the end of subclause 1503(b):

"The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost or stolen.

The temporary road signs required for this contract shall generally be mounted on poles installed in the ground. Where temporary signs such as delineators are mounted on portable supports, the only permitted method of ballasting such sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent the signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the applicable types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in the South African Road Traffic Signs Manual, Volume 2, Chapter 13 Roadworks Signing.

The covering of permanent road signs, if applicable, shall be carried out by utilising a hessian bag which shall be pulled over the sign in the form of a hood and fastened to the sign posts using wire ties. Plastic bags or other materials, and fastening by means of adhesive tape, shall not be permitted for this purpose. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates for items 15.01 and 15.10 (if applicable).

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and the written approval of the engineer has been obtained. The contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the replacement of damaged or missing items immediately upon discovery, or within three hours of instructions to such effect having been given by the engineer. Delineators shall be of the flexible plastic / rubber reversible variety and not of the rigid metal variety."

#### (c) Channelization devices and barricades

#### Add the following paragraphs at the end of subclause 1503(c):

"Delineators shall be manufactured from plastic / rubber materials and shall be adequately ballasted with sand bags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

Delineators shall:

(i) comply with the requirements of SANS 1555;

(ii) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as scheduled;

(iii) have smooth round edges and shall be mounted on a post and base. All components shall be of durable plastic material;

(iv) have the lower edge of the reflective part of the delineator mounted not lower than 250 mm above the road surface;

(v) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the area of the base shall be at least 0,18  $m^2$  and shall be ballasted by sandbags with sand;

(vi) together with their mountings be designed such that they will collapse in a safe manner under traffic impact.

Traffic cones shall be manufactured from fluorescent orange, red-orange or red plastic material, and shall be used only at short term lane deviations during daylight hours. All traffic cones used on deviations shall be 750 mm high. Cones shall not be used on their own but shall be interspersed with delineators at a ratio not exceeding 3 cones : 1 delineator. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices shall not be allowed on this Contract. Channelization shall be effected by the use of delineators or cones as detailed in the South African Road Traffic Signs Manual, Volume 2, Chapter 13 Roadworks Signing."

# (e) Warning devices

#### Add the following to subclause 1503(e):

"All construction vehicles and plant used on the works shall be equipped with 200 mm diameter rotating amber flashing lights and with "CONSTRUCTION VEHICLE" warning signs. All vehicles and plant shall obtain a clearance permit from the engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall be switched on as the vehicles decelerate to enter a construction area, while construction vehicles are operating within the accommodation of traffic area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and shall be operated continuously while the vehicles are manoeuvring in or out of traffic or while the vehicles are travelling alongside or parked alongside roads open to public traffic.

Rotating lights and the "CONSTRUCTION VEHICLE" warning signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain to the approval of the engineer such rotating amber lights and warning signs, together with any temporary mounting brackets. Vehicles and plant that do not comply with these requirements shall be removed from the site."

Add the following new subclauses to clause 1503:

# "(g) Other signs and facilities

The engineer may instruct the contractor to provide any other road sign and reflective tape. not measured in the standard pay items. Such other road signs and reflective tape shall conform to the requirements of the Southern African Development Community Road Traffic Signs Manual and any other specification provided by the engineer.

# (h) High visibility safety vests

The contractor shall ensure that all his own personnel, excluding those who are permanently office bound, all other construction workers on the site, staff of the engineer and visitors are equipped with high visibility reflective safety vests. High visibility reflective safety vests shall be worn at all times when working on or near to the travelled way. High visibility reflective safety vests shall be kept in good condition and any such safety vests that are, in the opinion of the engineer, ineffective shall be replaced immediately by the contractor."

# **B1517 MEASUREMENT AND PAYMENT**

 "Item
 Unit

 B15.14
 The provision and maintenance of safety equipment for use by the engineer:
 (a)

 (a)
 Rotating amber flashing lights magnetically attached to vehicles ......number (No)

 (b)
 High visibility reflective safety vests .....number (No)

(c) 'Construction' stickers with 100 mm high lettering magnetically attached to vehicles..... number (No)

The unit of measurement for subitem B15.14(a) shall be the number of rotating amber flashing lights provided. The unit of measurement for subitem B15.14(b) shall be the number of high visibility safety vests provided. The unit of measurement for subitem B15.14(c) shall be the number of 'Construction' stickers provided.

The tendered rates shall include full compensation for the supply and maintenance of the magnetically attachable rotating amber flashing lights, high visibility safety vests, and the magnetically attachable 'Construction' stickers for use by the engineer for the duration of the contract."

# SECTION 1600: OVERHAUL

# B1602 DEFINITIONS

#### (a) Overhaul material

Add the following to the end of subclause 1602(a):

"Overhaul shall not be measured separately for payment for materials obtained from commercial sources, and the rates tendered for such materials shall be fully inclusive of all haul required."

# (b) Overhaul

Delete the first two paragraphs of subclause 1602(b) and replace them with the following:

"Restricted overhaul shall <u>not</u> apply to fill material from cut and borrow and to spoil material from excavations when hauled in excess of a free-haul distance of 0,5 km in respect of haul up to and including 1,0 km, and <u>no</u> measurement and payment for restricted overhaul shall be made under any item in respect of material hauled between or over these distances.

Ordinary overhaul only shall apply in respect of haul in excess of 1,0 km."

Delete the final paragraph of subclause 1602(b) since restricted overhaul shall not apply to the work required under this contract.

# (d) Free-haul distance

Delete the second sentence of subclause 1602(d) and replace it with the following:

"This distance shall be 1,0 km in the case of all overhaul materials."

# B1603 MEASUREMENT AND PAYMENT

Delete item 16.01 since restricted overhaul shall not apply to the work required under this contract.

Refer to the **Note** immediately below the description of the unit of measurement for item 16.02. Delete the first paragraph of this note since restricted overhaul shall not apply to the work required under this contract.

# SECTION 4200: ASPHALT BASE AND SURFACING

# B4215 MEASUREMENT AND PAYMENT

Add the following payment items:

| <u>ITEM</u> |  | <u>UNIT</u> |
|-------------|--|-------------|
| B42.02      | Asphalt surfacing                              |             |
|             | (g) Deep recycling of existing pavement layers |             |
|             | i) Deep recycle size 100m2 and above           | m²          |
|             | iii) E.O item i(a) above for 250mm thick       | m²          |

The quoted rate shall include full compensation for Deep recycle existing pavement layer to a depth of 150mm and stabilise crushed stone base with 3% cement with material from existing pavement layers and compact to 98% MOD AASHTO density, remove all loose material by means of sweeping and apply 0.6ℓ/m2 invert bitumen emulsion and 40mm thick medium graded asphalt using 60/70 pen bitumen to surface.

#### SECTION 4300: SEALS: MATERIALS AND GENERAL REQUIREMENTS

# **B4304 GENERAL LIMITATIONS AND REQUIREMENTS**

#### (a) Weather limitations

Add the following to the end of clause 4304(a) Weather limitations:

"The contractor shall be prohibited from reseal work during an embargo period due to cold weather conditions as detailed in table B4304/1.

Compiler to consult the Department's Project Manager on the embargo periods.

|                                | COLD WEATHER EMBARGO PERIOD |
|--------------------------------|-----------------------------|
| Description of work prohibited | Embargo period              |
| N/A (Compiler: select "N/A" if | N/A                         |
| there is no embargo period)    |                             |
| Reseal                         | From 1 May until 31 August  |

Table B4304/1

The contractor shall programme the works in order to ensure that reseal work shall not be executed during an embargo period, and shall make provision for the embargo period as specified in clause B1204 Programme of Work".

#### SECTION 4800: TREATMENT OF AN EXISTING SURFACE EXHIBITING CERTAIN DEFECTS

#### B4805 Repairing edge breaks in surfacing

iii) Patch size 10 to 100m2

 ${\sf m}^2$ 

Cut existing edge break premix surface to a depth of approximately 40mm, scarify and compact to a density of 98% MOD AASHTO, remove all loose material and dust by means of sweeping and prepare surface to receive tack coat of  $1\ell/m^2$  of 60% Anionic Bitumen emulsion and the void in the patch to be fill in with continuously graded asphalt wearing course to 5mm above the existing road surface.

#### SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

#### B8105 TESTING THE AGGREGATES

Add the following subclause:

#### "(g) Determination of Ethylene Glycol Durability Index

The Ethylene Glycol Durability Index shall be determined as follows:

(i) Apparatus

Suitable pans or basins Ethylene Glycol Solution Stirring rod

(ii) Method

Obtain three or more representative samples from the source to be evaluated.

If not already crushed, crush the material in order to obtain sufficient minus 20 mm plus 14 mm sized aggregate in order to totally cover the bottom of the basin or pan with a single layer of stone. Add sufficient ethylene glycol to each basin ensuring that every aggregate particle is completely submerged.

After soaking for 24 hours, gently stir the aggregate, allow to settle and observe and record the response of the aggregate to the ethylene glycol according to the criteria listed in (iii) below. Continue the above cycle at intervals of 24 hours for a further 4 days, in each case recording the observed response. After 5 days allow the samples to remain submerged in the solution and observe and record the disintegration response after a total period of 15, 30 and 60 days has elapsed.

(iii) Classification of response

After each cycle, classify and record the response of the aggregate as follows:

#### DISINTEGRATION CLASS

- Class 1 : No obvious effects, or only very minor spalling of sand sized particles or very small flakes.
- Class 2 : Splitting of rock, accompanied by any other disintegrative effects.
- Class 3 : Fracturing (spheroidal and/or internal) without extensive spalling or distortion.
- Class 4 : Fracturing (spheroidal and/or internal) with extensive spalling or distortion.

Class 5 : Complete disintegration.

The time factor in the above disintegrative process is classified according to the time taken for the most serious effect of the expansive stresses to occur i.e.

# TIME CLASS

| Class 4 | :      | 0 - 5 days                         |
|---------|--------|------------------------------------|
| Class 3 | :      | 6 - 15 days                        |
| Class 2 | :      | 16 - 30 days                       |
| Class 1 | :      | 31 - 60 days                       |
| Class 0 | :      | Over 60 days                       |
| (iv)    | Determ | ination of Glycol Durability Index |

The Ethylene Durability Index is determined by adding the class number as assigned for the specific disintegrative response observed to the class number as assigned for the period for this response to occur. A durability index ranging from 1 (no response) to 9 (rapid and complete disintegration) is thus determined."

# B8110 TESTS RELATING TO CHEMICAL STABILIZATION

Add the following subclause:

# "(d) The Wet-Dry Durability Test for cement-treated materials using the hand brush method (National Department of Transport test method)

This method covers the procedure for determining the soil-cement losses obtained by repeated wetting, drying and hand brushing of hardened soil-cement specimens."

# 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    | C125 |
|---------|---|------|
| PART D: | DAYWORK                                   | C131 |
| PART E: | OHSA 1993 HEALTH AND SAFETY SPECIFICATION | C134 |

# 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.

# 3.3 PARTICULAR SPECIFICATIONS

PART D: DAYWORK

# PART D: DAYWORK

# 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.

# 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.

# 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.

# 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.

# 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.

# 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.

# 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).

|    | HAZARD                       | RISK   | MINIMUM CONTROL MEASURES   |  |  |
|----|------------------------------|--|--|--|--|
| 1. | Brush cutting                | Injury from contact with blade/nylon<br>Fire (where petrol used)<br>Electrocution (where electrical tool<br>used)                                  | <ul> <li>Person using brush cutter must be trained and competent</li> <li>Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat</li> <li>Brush cutter must be in good condition and maintained</li> <li>Adequate supervision on site at all times.</li> <li>No smoking when refuelling, fire extinguisher to be on hand (where petrol used as fuel source)</li> </ul>  |  |  |
| 2. | Chainsaw Use                 | Falling tree or branches causing<br>injury to persons<br>Incorrect use of chainsaw causing<br>injury   | <ul> <li>Person using chainsaw must be trained and competent</li> <li>Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat, chainsaw trousers and jacket</li> <li>Chainsaw must be in good condition including guards.</li> <li>Clear area below area of chainsaw use and where tree felling.</li> <li>When using chainsaw at height practice safety procedures.</li> </ul>   |  |  |
| 3. | Compacting<br>and<br>Filling | Contact with tipping materials<br>Contact with moving plant<br>Vehicles/personnel falling<br>into excavations<br>Contact with underground services | <ul> <li>Trained banksman to control vehicles movement</li> <li>Only trained personnel use plant</li> <li>Personal Protective Equipment to be worn</li> <li>Personnel to stand clear as materials are being tipped</li> <li>Use stop blocks and signs to warn vehicles of excavations, where applicable</li> <li>Stand clear of plant whilst materials are being compacted</li> <li>Establish position of underground services and protect services from damage</li> </ul> |  |  |
| 4. | Compactor<br>Operations      | Crushing of feet   | <ul> <li>Only trained and competent personnel to use the machine</li> <li>Ensure operative wears steel toe cap shoes or boots at all times</li> </ul>  |  |  |

| 5.  | Crusher<br>Operation                              | Dust<br>Noise<br>Flying particles<br>Contact with machinery/equipment<br>Contact with substance being crushed  | <ul> <li>Only trained and competent personnel to use the equipment</li> <li>Appropriate protective equipment must be worn, including eye, ear, respiratory and head protection at all times. Dust suppression measures to be employed.</li> <li>Crusher must be fitted with guards to prevent unauthorised access.</li> <li>All access ways must be fitted with adequate guard rails to reduce chance of injury from falls from height.</li> <li>No person to enter dump hopper to release blockage unless feeder mechanism is stopped and isolated. Another person to be in attendance to ensure tipping does not take place. Control of crusher is duty of crusher attendant and only that person can give dump signal.</li> </ul> |
|-----|---|--|--|
|     | HAZARD  | RISK   | MINIMUM CONTROL MEASURES   |
| 6.  | Electrical<br>Commissioning                       | Electric shock   | <ul> <li>Personnel to comply with permits to work issued by Client</li> <li>Personal protective equipment to be worn by employees to prevent electric shock</li> <li>First aid treatment to be readily available</li> <li>Only competent and trained persons may decommission or commission electrical equipment</li> </ul>  |
| 7.  | Electric Tools<br>and Electrical<br>Installations | Electric shock<br>Fire   | <ul> <li>Electric tools and installations to be in good condition</li> <li>Inspect electric tools before use</li> <li>Do not use electric tools in wet/damp conditions</li> <li>Use personal protective equipment such as insulated gloves</li> <li>Electrical installations register to be maintained, inspected by competent person</li> </ul>   |
| 8.  | Excavations<br>(Working in and<br>around)         | Toxic fumes<br>Collapse of trench walls/trapping<br>Falling into excavation<br>Collapse of adjacent structures | <ul> <li>Deep excavations / monitor air for toxic fumes</li> <li>Prevent collapse by battering back sides to a safe angle or install temporary support</li> <li>Protect vehicles from falling into excavations – provide barriers, signage, etc. as necessary</li> <li>Beware of undermining of other structures (e.g. buildings, scaffolds)</li> <li>Record excavation inspections by competent person on daily basis</li> <li>Provide suitable means of access/egress in case of emergency.</li> <li>Excavations formed by explosives must be accompanied by method statement approved by Client</li> </ul>  |
| 9.  | Fire  | Injuries to workers, pedestrians,<br>residents, road users, damage to<br>property through fire                 | <ul> <li>No littering on site which could become fire hazard, maintain site in clean condition.</li> <li>No fires to be lit on site. Have a working fire extinguisher at hand at all times.</li> <li>No smoking or naked flame near flammable substances or in unauthorised areas</li> <li>Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices</li> </ul>   |
| 10. | Flammable<br>Liquids and<br>Gases (Use of)        | Fire<br>Explosion  | <ul> <li>No littering on site which could become fire hazard, maintain site in clean condition.</li> <li>Have a working fire extinguisher at hand at all times.</li> <li>No smoking or naked flame near flammable substances or in unauthorised areas</li> <li>Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices</li> <li>Equipment must be in good condition, maintained</li> <li>Personnel using substances must be trained in safe use and risks</li> </ul>  |

| 11. | Hand tools                              | Injuries caused by use of hand tool<br>Impact with the tool Falls due to<br>access problems<br>Contamination with substance being<br>worked | <ul> <li>Ensure:</li> <li>Tool is correct for job</li> <li>Tool is in good order and suitably sharp</li> <li>Personnel must be competent/instructed in tool usage and tool safely</li> <li>Lighting is sufficient</li> <li>Access is safe, working platform is secure, leading edge is guarded</li> <li>Operative is wearing all necessary PPE</li> </ul>   |  |
|-----|---|---|---|--|
| 12. | Hazardous<br>Substances                 | Injuries to workers through use of<br>hazardous substances, e.g. injuries<br>to eyes, skin, etc.  | <ul> <li>Use substances in accordance with data sheaparticularly reference protective clothing require (example: gloves, goggles, etc.)</li> <li>Know what First Aid measures are</li> <li>Have welfare facilities available for washing of hance etc.</li> </ul>   |  |
|     | HAZARD                                  | RISK  | MINIMUM CONTROL MEASURES  |  |
| 13. | Hot Works                               | Burns to eyes or other parts of the body  | <ul> <li>Personal Protective Equipment to include eye, skin, and hearing protection</li> <li>Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.</li> </ul>  |  |
| 14. | Members of<br>Public –<br>Protection of | Injury to member of public and road<br>users from site works  | <ul> <li>Barriers and signage to be in place</li> <li>Workers must warn away any members of public from the works</li> <li>Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public</li> <li>Traffic turning into site – traffic management and signage as required.</li> <li>Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible</li> <li>Refer to plant risk assessment for details on plant safety precautions</li> <li>NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.</li> </ul> |  |
| 15. | Noise and Dust                          | Breathing in dust can cause long<br>term health problems, noise can<br>damage hearing   | <ul> <li>Wear respiratory and hearing protection</li> <li>Dampen down and minimise dust where possible.</li> </ul>  |  |

| 16. | Plant or<br>Vehicles and<br>Equipment<br>Operation   | Workers injured by passing traffic<br>Road users and pedestrians at risk<br>from plant operation<br>Noise  | <ul> <li>Implement traffic protection measures</li> <li>Trained and competent operators must be used</li> <li>Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition.</li> <li>Medical certificates of fitness required for construction plant.</li> <li>Crossing of road by construction vehicles or machines must be limited to the practical minimum</li> <li>Plant and vehicles must be fitted with amber rotating beacons and reverse alarms.</li> <li>Wear appropriate protective clothing/equipment, e.g. goggles, gloves, ear defenders, etc. as appropriate.</li> </ul>  |
|-----|--|--|---|
| 17. | Partial Lane<br>Closure  | Serious injuries/fatalities<br>Heat Exposure to workers<br>Hit and run accidents<br>Flying objects from loose stones<br>Damage to construction vehicles<br>Damage to traffic signs                       | <ul> <li>Ensure standard Traffic safety procedures are followed at all times</li> <li>Only used trained and competent personnel</li> <li>Ensure proper radio communication between personnel</li> <li>Implement sufficient advance area, transition area, buffer zone, work zone and termination area.</li> <li>Ensure all personnel wear suitable and sufficient high visibility vests and required PPE</li> <li>Implement daily start up and closure procedures</li> </ul>  |
|     | HAZARD   | RISK   | MINIMUM CONTROL MEASURES  |
| 18. | Road Working –<br>working in or<br>next to road<br>Road Working –<br>working in or<br>next to road | Injury to workers caused by passing<br>traffic<br>Injury to road users and pedestrians<br>by works<br>Injury to workers caused by passing<br>traffic<br>Injury to road users and pedestrians<br>by works | <ul> <li>Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site.</li> <li>Traffic management plan to be approved by Municipality and, if necessary, traffic department</li> <li>No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual.</li> <li>Use safety signage to warn traffic and pedestrians of construction works</li> <li>Where existing walk ways/pavements affected by works, must direct pedestrian traffic away to safe walking area.</li> <li>Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing.</li> <li>Crossing of road by personnel must be limited to the practical minimum</li> <li>Use of fencing or other barriers as appropriate</li> </ul> |
| 19. | Snakes   | Snake bite   | <ul> <li>Qualified first aider required for site who can treat snakebite</li> <li>Snake bite kit to be on hand</li> <li>Check area before working</li> <li>Find out nearest hospital and get emergency telephone numbers.</li> </ul>  |
| 20. | Traffic<br>Accommodation   | High volume of traffic<br>Accidents while placing road signage<br>Pedestrian injuries & fatalities<br>Injury/fatality while setting out<br>signs/measurements<br>Workers fatality                        | <ul> <li>Approval of road traffic management Plan</li> <li>Emergency Procedures to be included in the Plan</li> <li>Appoint designated competent traffic control officer</li> <li>Train dedicated traffic management personnel</li> <li>Use correct signage as per traffic management plan</li> <li>Toolbox Talk on traffic control</li> </ul>  |
| 21. | Temporary<br>Works –<br>shoring,<br>scaffold,<br>falsework,<br>formwork                            | Collapse of form work  | <ul> <li>Wear personal protective equipment such as gloves and goggles</li> <li>Formwork must be built by trained person and also be inspected by competent person and results entered into register on site</li> </ul>   |

| 22. | Underground<br>Services | Striking of buried services | • | Make all necessary enquiries to establish what services<br>are in the area. Consult drawings and advice from service<br>provider (e.g. Municipality or ESKOM) when planning<br>work.<br>Assume all service to be live (Unless confirmation is<br>received to confirm that services are isolated or otherwise<br>made safe). Do not work near live services without<br>authorisation from site management.<br>Comply with the requirements of the safe system of work<br>for underground services.<br>Where available, locate services with a locator<br>Hand dig around services |
|-----|-------------------------|-----------------------------|---|--|
|-----|-------------------------|-----------------------------|---|--|

## 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 B13.03 of 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 B13.03 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 B13.03 of 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 B13.03 of the Bill of Quantities.

## **ANNEXURE 2**

## OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (Regulation 4 of the Construction Regulations, 2014)

## NOTIFICATION OF CONSTRUCTION WORK

| (a)     | Name and postal address of principal contractor:   |  |  |  |
|---------|--|--|--|--|
| (b)     | Name and telephone number of principal contractor's contact person:  |  |  |  |
| Princ   | cipal contractor's compensation registration number:   |  |  |  |
| (a)     | Name and postal address of client:   |  |  |  |
| (b)     | Name and telephone number of client's contact person or agent:   |  |  |  |
| (a)     | Name and postal address of designer(s) for the project:  |  |  |  |
| (b)     | Name and telephone number of designer's(s') contact person(s):   |  |  |  |
| in teri | e and telephone number of principal contractor's construction manager on site appointed ms of regulation 8(1): |  |  |  |
|         | e(s) of principal contractor's assistant construction manager(s) on site appointed in terms julation 8(2):     |  |  |  |
|         |  |  |  |  |
|         | (b)<br>Princ<br>(a)<br>(b)<br>(a)<br>(b)<br>Name<br>in terr<br><br>Name  |  |  |  |

## **ANNEXURE 2 - Continued**

| 7.   | Exact physical address of the construction site or site office:                             |
|------|---|
|      |   |
|      |   |
|      |   |
| 8.   | Nature of the construction work:  |
|      |   |
|      |   |
|      |   |
| 9.   | Expected commencement date:   |
| 10.  | Expected completion date:   |
| 11.  | Estimated maximum number of persons on the construction site:                               |
|      | Total: 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  |
|      |   |
|      |   |
| CI1/ | ent's Agent (where applicable) Date   |
| Cile | sin a Ageni (milete applicable) Dale  |

Client Date

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF
 LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE

## **Expanded Public Works Programme:**

## PPE BRANDING

## For EPWP Projects



# T-Shirt/Overall/Safety Vest Branding



# Logo Options

Implementing Agent Examples EPWP LOGO National Projects public works transport c Works Department: Transport REPUBLIC OF SOUTH AFRICA EXPANDED PUBLIC WORKS PROGRAMME nvironmental affairs Contains National Coat Of Arms and name intment conmental Affairs UBLIC OF SOUTH AFRICA **Provincial Department Projects** The Logo shall not be disproportionately stretched. A monochrome black logo may be used on approval only. transport Transport Province of KwaZulu-Nata The above logo is the current logo. Logos with green text below the words EXPANDED PUBLIC WORKS PROGRAMME are old logos and should **Contains Provincial Coat** Of Arms and nam not be utilised. OF OF KWAZULU-NATAI Municipal Projects -Ugu District Municipality PLEASE VERIFY WHICH LOGO NEEDS TO USED

# 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.



For further information contact:

## Petronella Sithebe

Petronella.Sithebe@Kzntransport.gov.za

033-355-8023



## PRO FORMA EPWP CONTRACT OF EMPLOYMENT





EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

## EPWP CONTRACT OF EMPLOYMENT between

| Employer Details |                                  |         |                                  |  |  |
|------------------|----------------------------------|---------|----------------------------------|--|--|
| Name             | Click or tap here to enter text. | Address | Click or tap here to enter text. |  |  |
| Telephone        | Click or tap here to enter text. |         | check of tup here to enter text  |  |  |
| Email            | Click or tap here to enter text. |         |                                  |  |  |
| Contact          | Click or tap here to enter text. |         |                                  |  |  |

And

#### Employee Details

| Name                                | Click or tap here to enter text. | Surname               | Click or tap here to enter text. |  |
|-------------------------------------|----------------------------------|-----------------------|----------------------------------|--|
| ID:                                 | Click or tap here to enter text. | Cell                  | Click or tap here to enter text. |  |
| Sex (M/F)                           | Male 🗆 Female 🗆                  | Disability            | Yes 🗆 No 🗆                       |  |
| Primary Language                    | Click or tap here to enter text. | Physical              | Click on ten have to anter text  |  |
| Other Languages                     | Click or tap here to enter text. | Address               | Click or tap here to enter text. |  |
| Highest Education<br>Level Achieved | Click or tap here to enter text. | Local<br>Municipality | Click or tap here to enter text. |  |
| Other qualifications                | Click or tap here to enter text. | Ward                  | Click or tap here to enter text. |  |
| Grant Received (Y/N)                | Yes 🗆 No 🗆                       | Grant type:           |                                  |  |

### **Employment Details**

| Name of project:          | Clic  | text.                           |                                     |
|---------------------------|---|---------------------------------|-------------------------------------|
| Job Title:                | Clic  | lick or tap here to enter text. |                                     |
| Duties:                   | Click or tap here to enter text.  |                                 |                                     |
| Contract Start Date       | Click or tap here to<br>enter text.   | Contract Finish Date            | Click or tap here to<br>enter text. |
| The wage per task/day is: | R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate) |                                 |                                     |

#### Special Conditions

| <ul> <li>You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:</li> <li>a) The contractor does not get additional contracts from the EPWP.</li> <li>b) Funding for the programme in your area comes to an end.</li> <li>c) Underperformance: first offence – final written warning. Second offence – dismissal.</li> </ul> | <ul> <li>Payment</li> <li>a) You will be paid a fixed amount stipulated above for completing a fixed amount of work.</li> <li>b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.</li> <li>c) You will only be paid for work completed.</li> <li>d) Payment during classroom training shall be R /day</li> </ul> |
|---|--|
| Personal Protective Clothing will be supplied to the employee by the employee provided that the employee has worked for at least 3 months.  | oyer depending on the work to be performed, and will remain the property of  |
| the employee provided that the employee has worked for at least 5 months.   |  |

#### Acceptance

| Employer Name:  | Employer Signature:  | Employee Name:  | Employee Signature:  |
|-----------------|----------------------|-----------------|----------------------|
| Witness 1 Name: | Witness 1 Signature: | Witness 2 Name: | Witness 2 Signature: |

#### APPENDIX E – Conditions of Service

#### 1. 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. 1.2. In this document –

- a) "department" means any department of the State, implementing agent or contractor;
- b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on 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;
- f) "task" means a fixed quantity of work;
   g) "task-based work" means work in which a worker is paid a
- fixed rate for performing a task;
   h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- "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.
- 2.3. 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
- i. on more than five days in any week; and
- ii. for more than eight hours on any day.
- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

#### 4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking 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.
- 8.3. A task-rated worker who works on a public holiday must be paid –
- a) the worker's daily task rate, if the worker works for less than four hours:
- b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4. A time-rated worker who works on a public holiday must be paid –
- a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

#### 9. Sick Leave

- 9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
  - A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4. Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5. An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7. An employer must pay a worker sick pay on the worker's usual payday.
  - Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- a) absent from work for more than two consecutive days; or
   b) absent from work on more than two occasions in any 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.



#### 10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave
- A worker is not entitled to any payment or employment-related 10.2. benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work. 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 a)
  - on an earlier date b)
  - if a medical practitioner, midwife or certified nurse certifies İ. 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 ii.
- 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; a)
  - when the employee's child is sick; b)
  - in the event of a death of -C)
  - the employee's spouse or life partner; i.
  - the employee's parent, adoptive parent, grandparent, child, İİ. 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, C) 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 12 2 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 b) completed by the worker;
  - in the case of a time-rated worker, the time worked by the C) worker;
  - payments made to each worker. d)
  - 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 14.2. 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.
- 147 An employer must give a worker the following information in writing
  - the period for which payment is made; a)
  - 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 a) repay any payment except an overpayment previously made by the employer by mistake;
  - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - pay the employer or any other person for having been C) 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; C)
  - use any personal protective equipment or clothing issued by d) the employer;
  - e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### 17. Compensation for Injuries and Diseases



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

#### 18. Termination

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

#### 19. Certificate of Service

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

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

|  | EPWP REGISTRATION FORM  |  |
|--|---|--|
| Field requested  | Description if needed   | Please complete the<br>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 <b>community</b>           |  |
|  | benefiting from the project Duration  |  |
| Project Start Date   | Planned Start date of the particular contract   |  |
| Project End Date   | Planned End date of the particular contract   |  |
| Project End Date   | Overall Contract budget (excluding professional   |  |
| Estimated Budget   | fees) for Current Financial Year  |  |
|  | Project Location  |  |
| Province   | In which province is the project implemented?   | KZN                                      |
|  | Under which District Municipality does this project   | •  |
| District Municipality  | falls?  |  |
| Local Municipality   | Under which Local Municipality does this project falls?   |  |
| Latitude (in decimal format)   | Is generated by the system  |  |
| Longitude (in decimal<br>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?<br>(National, Provincial or Municipal)                                      | Provincial                               |
| Reporting public body that<br>is the project owner (and<br>will report on the project) | Which Institution or Department that owns /<br>approved this project (Education, Health, City of<br>Tshwane Metro etc.) | KZN Department of<br>Transport           |
| Department in the Public<br>body that is responsible for<br>the project                | Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety etc.)    | KZN Department of<br>Transport           |
| Implementing public body type  | In which sphere is this project implemented?<br>(Metro,Distr,Mun, National or Provincial Dept.)                         | Provincial                               |
| Public body that will<br>implement the project   | Which institution that implements the project?  | KZN Department of<br>Transport           |
|  | Project Implementation  |  |
| s this the project on the<br>municipal IDP   | Yes / No  | N/A                                      |
| IDP reference number<br>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?<br>(Infrastructure, Environment & culture, Non-state or<br>Social)          | Infrastructure                           |
| EPWP Programme   | The project is implemented under which programme?   |  |
| EPWP Sub Programme   | The project is implemented under which sub-<br>programme?   |  |
|  |   |  |

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

|  | EPWP Details   |                             |  |  |  |  |  |  |  |  |
|--|--|-----------------------------|--|--|--|--|--|--|--|--|
| EPWP Sector  | The project is implemented in which sector?<br>(Infrastructure, Environment & culture, Non-state or<br>Social)   | Infrastructure              |  |  |  |  |  |  |  |  |
| EPWP<br>programme  | The project is implemented under which programme?  |                             |  |  |  |  |  |  |  |  |
| EPWP Sub<br>Programme                                      | The project is implemented under which sub-<br>programme?  |                             |  |  |  |  |  |  |  |  |
| Budget Amount-(Allocations for the project duration)       |  |                             |  |  |  |  |  |  |  |  |
| Funding Body   | Which Dept. is funding the project   | KZN Department of Transport |  |  |  |  |  |  |  |  |
| Funding Year   | Financial year/s for the project   | · · · · · ·                 |  |  |  |  |  |  |  |  |
| Total Budget<br>Amount                                     | (Exclude Professional Fees)  |                             |  |  |  |  |  |  |  |  |
| Incentive<br>Grant(e.g.<br>landcare /<br>EPWP grant)       | Grant funding received   |                             |  |  |  |  |  |  |  |  |
| Total wages<br>paid for the<br>duration of the<br>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<br>and materials                                 | Budget for Materials and Equipment   |                             |  |  |  |  |  |  |  |  |
| Other  | If other where chosen describe the other Such as<br>Professional fees)   |                             |  |  |  |  |  |  |  |  |
| Describe other   |  |                             |  |  |  |  |  |  |  |  |
|  | Project Outputs and Train  | ning                        |  |  |  |  |  |  |  |  |
| Planned<br>Primary<br>Output                               | eg walkways, gabions, kerb * channel, km of road<br>constructed  |                             |  |  |  |  |  |  |  |  |
| Description of<br>Planned<br>Primary<br>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<br>measure of<br>primary output                    | Eg. m, m², m³, km, no, ha etc  |                             |  |  |  |  |  |  |  |  |
| Planned<br>primary output<br>quantity                      | Specify the quanity of output planned  |                             |  |  |  |  |  |  |  |  |
| Number of<br>persons to be<br>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<br>Physical |   |   |
| Address 2             | Person responsible for the Project in the Public Body |   |
| Physical              | (Project Manager)                                     |   |
| Address 3             |   |   |
| Physical              |   |   |
| Address 4             |   |   |
| Postal<br>Address 1   |   |   |
| Postal                |   |   |
| Address 2             |   |   |
| Postal                |   |   |
| Address 3             |   |   |
| Postal                |   |   |
| Address 4             |   | l |
| Position of           |   |   |
| person                |   |   |

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

|              | Participant Training Data |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|--------------|---------------------------|------|--|---|-------|--|-----------------------|-------------------|---|--|------------------------------|---|---------------------------------|
| Course<br>ID | Course<br>Name            | Code | Training<br>category<br>(Accredited /<br>non-<br>accredited) | Type of<br>training<br>course<br>(Unit<br>standard,<br>Trade<br>Titles, Short<br>courses,<br>Public body<br>specific) | Start | End<br>(for the<br>entire<br>training<br>duration) | Number of<br>Trainees | Number<br>of Days | Cost<br>(for the<br>entire<br>training<br>course) | Status of<br>training<br>(Not started, In<br>progress,<br>Completed) | Training<br>Provider<br>Name | Training<br>Provider<br>Contact<br>Number | Training<br>Provider<br>Address |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   | <u> </u>                        |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   | I                               |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |
|              |                           |      |  |   |       |  |                       |                   |   |  |                              |   |                                 |

|   | EPWP Monthly Progress Form   |   |  |  |  |  |  |  |  |  |
|---|--|---|--|--|--|--|--|--|--|--|
| Field requested   | Description if needed  | Please complete<br>the sections<br>in white |  |  |  |  |  |  |  |  |
| Project Details   |  |   |  |  |  |  |  |  |  |  |
| Profile ID  | full descripton of what is happening in the project (as per<br>the appointment letter) and the community benefiting<br>from the project  |   |  |  |  |  |  |  |  |  |
| Project Name  | The name of the project  |   |  |  |  |  |  |  |  |  |
| Project Reference Number<br>Project description   | Contract number<br>Full descripton of what is happening in the project (as<br>per the appointment letter) and the community<br>benefiting from the project                       |   |  |  |  |  |  |  |  |  |
| 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) <b>(e.g. kms of tar road constructed)</b><br>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<br>Project  | Official Surname   |   |  |  |  |  |  |  |  |  |
| Phone number of official who erected branding for the project   | Official contact number  |   |  |  |  |  |  |  |  |  |
| Give the public body reference and<br>name, and organisational details of the<br>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<br>Paid | Training Days<br>Non Paid | Total Training<br>Days | Training Course<br>ID | Project Profile ID | Month | Year | Beneficiary Code |
|------------|----------|---------|-----------|---------------|-----------|-----------------|-------------|-----------|-----------------------|---------------------------|------------------------|-----------------------|--------------------|-------|------|------------------|
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
| -          |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |
|            |          |         |           |               |           |                 |             |           |                       |                           |                        |                       |                    |       |      |                  |



## The Attendance Register for on-site Workers

| Reporting month: | Mobile No:     |
|------------------|----------------|
| Project Name:    | _ Contract no: |
| Surname:         |                |
| First Name:      |                |

IDENTITY NUMBER:

| Day             | Date     | Time In | Signature | Time Out | Signature | Report On Any Formal<br>Training Provided In The<br>Reporting Month |
|-----------------|----------|---------|-----------|----------|-----------|---|
| WEEK 1          |          |         |           |          |           |   |
| MONDAY          |          |         |           |          |           |   |
| TUESDAY         |          |         |           |          |           |   |
| WEDNESDAY       |          |         |           |          |           |   |
| THURSDAY        |          |         |           |          |           |   |
| FRIDAY          |          |         |           |          |           |   |
| WEEK 2          |          |         |           |          |           |   |
| MONDAY          |          |         |           |          |           |   |
| TUESDAY         |          |         |           |          |           |   |
| WEDNESDAY       |          |         |           |          |           |   |
| THURSDAY        |          |         |           |          |           |   |
| FRIDAY          |          |         |           |          |           |   |
|                 |          |         |           |          |           |   |
| WEEK 3          |          |         |           |          |           |   |
| MONDAY          |          |         |           |          |           |   |
| TUESDAY         |          |         |           |          |           |   |
| WEDNESDAY       |          |         |           |          |           |   |
| THURSDAY        |          |         |           |          |           |   |
| FRIDAY          |          |         |           |          |           |   |
|                 |          |         |           |          |           |   |
|                 |          |         |           |          |           |   |
| WEEK 4          |          |         |           |          |           |   |
| MONDAY          |          |         |           |          |           |   |
| TUESDAY         |          |         |           |          |           |   |
| WEDNESDAY       |          |         |           |          |           |   |
| THURSDAY        |          |         |           |          |           |   |
| FRIDAY          |          |         |           |          |           |   |
|                 |          |         |           |          |           |   |
| WEEK 5          |          |         |           |          |           |   |
| MONDAY          |          |         |           |          |           |   |
| TUESDAY         |          |         |           |          |           |   |
| WEDNESDAY       |          |         |           |          |           |   |
| THURSDAY        |          |         |           |          |           |   |
| FRIDAY          |          |         |           |          |           |   |
|                 |          |         |           |          |           |   |
|                 | <u> </u> |         |           |          |           |   |
| Total Days work | ed       |         |           |          |           |   |

## C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS

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

<u>Note:</u> 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:

<u>Note:</u> 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: Telkom, Eskom and Municipal Water Lines there are no other known services known to exist in the vicinity of the extents of the works

The following services are scheduled for relocation under this contract: Power lines and water reticulation pipes.

It is also expected that unknown buried domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall therefore make every effort to establish the location of any such unknown services in a particular area prior to excavations commencing in that area. Such efforts shall include the Contractor conducting a thorough visual surface inspection for services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Employer's Agent immediately. Exploratory hand excavation trenching work shall be carried out where necessary to establish the exact position of buried services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

## 2. <u>Liaison with service owners</u>

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. <u>Protection of existing services</u>

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. <u>Relocation of services</u>

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. <u>Payment for the services relocation work</u>

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.

Apart from the utilities service providers e.g. Telkom, Eskom and Municipal Water Lines there are no other known services known to exist in the vicinity of the extents of the works

Prior to commencing construction activities in a particular area, the Contractor shall diligently enquire of local landowners as to whether there are any known services which have not been previously established but which may be affected by the maintenance activities in that area, and any such services shall be brought to the attention of the Engineer immediately. Exploratory <u>hand</u> excavation trenching work shall be carried out where necessary to establish the exact position of buried services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

The contractor shall during the site inspection make himself/herself aware of the services within the vicinity of the works.

## C4.4 CONDITIONS ON SITE: MATERIALS INFORMATION

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| C4.4.3 | BORROW PIT INVESTIGATION    | C120 |
| C4.4.4 | MATERIALS FOR CONSTRUCTION  | C120 |

## 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 blacktop surfaced with a nominal width of 8 metres. The overall length is approximately 12.5 km of which certain sections in order of priority are dealt with in this document.

P10-2 traverses the hilly to mountainous terrain of rural KwaZulu-Natal from Winterton in a south-easterly direction towards Bergville. In its current states, Main Road P10-2 is in a fair condition however there are some severe potholes and patches which needs to be repaired to provide better riding quality and safety to the existing road users, with certain sections of road need to be recycled in order to improve the load bearing of the base.

The layer works are visibly holding up and distributing the force from the traffic loading and forces from the elements but the surface is visibly failing and in poor conditions. This road has previously been patched a number of times based on the condition of the road at segments as one drives the whole length of road. The damaged segments of road extend throughout but it's in sections as well as the damage extent differs along with degrees of failures. Severe deformation caused by the ingress of water in the underlying layers due to improper/insufficient drainage on the road as well as ruts forming on the road and edge breaks and needs immediate attention

## C4.4.3 BORROW PIT INVESTIGATION

Five test pits were excavated in the weathered granite borrow area at km 35,0 RHS. G5 material was found in the test pits at the crest of the ridge and G8 quality material 100m downhill of the ridge.

Five test pits were excavated in the weathered dolerite borrow area located 4 kilometres southeast of km 39,0. G6 material was found in 4 of the 5 test pits excavated to approximately 2m depth. The average thickness of overburden was 350mm.

Further testing will determine the optimum cementing agent and proportions to be mixed with the natural material to produce C3 quality subbase.

The borrow pit test results are given in Appendix B.

## C4.4.4 MATERIAL FOR CONSTRUCTION

## C4.4.4.2 Crushed stone base

The G2 required for the construction of the crushed stone base shall be obtained from commercial sources.

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.

## C4.4.4.3 Concrete and surface seal aggregate, gabion stone and stone for erosion protection works

Crushed stone shall be obtained from commercial source.

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 19,0mm surfacing stone sampled from Lafarge is oversize with respect to the requirements of Table 4302/8 of the COLTO Standard Specifications.

## 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.

## 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.

## C4.6 ANY OTHER RELEVANT TECHNICAL REPORTS

Not Applicable

## ANNEXURE A: GUIDELINES FOR CONSTRUCTION AND MAINTENANCE PROJECTS DURING COVID-19 LOCKDOWN



## transport

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

# 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:

| ALERT   | ALERT   | ALERT   | ALERT  | ALERT   |
|---|---|---|--|---|
| LEVEL   | LEVEL   | LEVEL   | LEVEL  | LEVEL   |
| 5   | 4   | 3   | 2  | 1   |
| Drastic measures<br>to contain the<br>spread of the<br>virus and<br>save lives. | Extreme<br>precautions to<br>limit community<br>transmission<br>and outbreaks,<br>while allowing<br>some activity to<br>resume. | Restrictions on<br>many activities,<br>including at<br>workplaces<br>and socially,<br>to address a<br>high risk of<br>transmission. | Physical<br>distancing<br>and restrictions<br>on leisure and<br>social activities to<br>prevent<br>a resurgence of<br>the virus. | Most normal<br>activity can<br>resume, with<br>precautions and<br>health guidelines<br>followed at all<br>times.<br>Population<br>prepared for<br>an increase in<br>alert levels if<br>necessary. |

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).



**RISK ASSESSMENT** 

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

### 2.2 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
  - 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.

| Before<br>arriving on<br>Site | <ul> <li>Each Contractor must have a plan detailing the steps they will take to mitigate risks, including those presented by COVID-19. The details of the plan must be communicated to workers before they start work.</li> <li>Before any activity is recommenced the Contractor must ensure that all hazards have been reviewed and appropriately controlled before work activity is commenced after lockdown.</li> <li>Where possible, conduct a remote induction before arrival on site, this can be done via video conferencing or by phone.</li> <li>If an in-person induction is required, the Physical Distancing and Hygiene Protocol must be followed.</li> <li>All workers shall undergo a screening process to ensure they are fit for duty by confirming their health status.</li> <li>Contractors must understand how workers will travel to and from site and will communicate the Site Transportation Protocol to all.</li> <li>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.</li> </ul> |
|-------------------------------|--|
| Site Entry                    | <ul> <li>Only relevant personnel to the workplace are to access the site.</li> <li>All office employees supporting a project will work remotely, where possible.</li> <li>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.</li> <li>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.</li> </ul>   |

| Site<br>Operations | <ul> <li>All work is to be undertaken in such a way as to reduce any possible contact between workers and to promote physical distancing wherever possible, as per the Physical Distancing and Hygiene Protocol.</li> <li>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.</li> <li>All offices and jobsites must implement cleaning measures as per the Cleaning Protocol.</li> <li>All tools, equipment, plant and vehicles must be used in alignment with the Cleaning Protocol.</li> <li>Toolbox talks should be held with physical distancing in place as per the Physical Distancing and Hygiene Protocol.</li> <li>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.</li> <li>Smokers must follow the Physical Distancing and Hygiene Protocol.</li> <li>A COVID-19 Response plan must be available and accessible on site.</li> </ul> |
|--------------------|---|
| Leaving Site       | <ul> <li>Workers must use the sign-in register to sign out.</li> <li>When returning home, workers will need to follow the necessary hygiene measures.</li> <li>Each site must be cleaned and sanitised at the end of the working day or end of each shift, as per the Cleaning Protocol.</li> <li>All waste and disposable PPE must be removed from site and securely disposed of as per the Cleaning Protocol.</li> <li>Workers must follow the Site Transportation Protocol.</li> </ul>   |

### 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.

| <ul> <li>General<br/>Working<br/>Arrangements</li> <li>Keep team sizes as small as possible.</li> <li>Keep a record of who is in each team every day as it is required to assist<br/>contact tracing.</li> <li>Site teams are encouraged to put forward split/alternating shifts to avoid<br/>extensive intermingling to reduce potential of exposure.</li> <li>Work site is always to be segregated into zones (or by other methods) as<br/>much as possible to keep different teams/trades physically separated.</li> <li>Where possible, a one-way system in high-traffic areas, such as lifts,<br/>stairwells and scaffolds (Where Applicable).</li> <li>Where practical, all office employees supporting a project, work<br/>remotely.</li> <li>When using a vehicle, the Cleaning Protocol needs to be followed.</li> <li>When using a vehicle, limit this to one/two person per vehicle if possible.</li> </ul> |
|--|
|  |

| External<br>Interfaces    | <ul> <li>One member of the crew nominated to receive supplies etc.</li> <li>Keep the engagement with the other person as brief as possible and maintain a two-metre physical distance.</li> <li>Ask for paperwork to be emailed rather than handed over as much as possible.</li> <li>If unavoidable, then either wear gloves when handling the item or wash hands before and after handling said items.</li> </ul>  |
|---------------------------|--|
| Site Entry                | <ul> <li>Limit visitors to site wherever possible.</li> <li>Introduce staggered start and finish times where possible to reduce congestion and contact.</li> <li>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.</li> <li>Where entry systems that require skin contact, the Cleaning Guide must be followed.</li> <li>Require all workers to wash or clean their hands before entering and leaving the site.</li> <li>Allow plenty of space 1½ metres between people waiting to enter site.</li> <li>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.</li> <li>Where possible, conduct a remote induction before arrival on site,</li> </ul>  |
|                           | <ul> <li>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.</li> <li>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.</li> <li>Any sign in registers should be recorded by one person where possible – do not pass material around the group and minimise contact with any screens.</li> </ul>   |
| Site Meetings             | <ul> <li>Only absolutely necessary meeting participants should attend.</li> <li>Attendees should be two metres apart from each other</li> <li>Rooms should be well ventilated / windows opened to allow fresh air circulation.</li> <li>Hold meetings in open areas where possible.</li> <li>Meetings are to be held through teleconferencing or videoconferencing where possible.</li> </ul>  |
| Avoiding Close<br>Working | <ul> <li>Risk assessments and method statements must be updated to include COVID-19 control measures.</li> <li>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.</li> <li>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.</li> <li>Re-usable PPE should be thoroughly cleaned after use and not shared between workers.</li> <li>Single use PPE should be disposed of so that it cannot be reused.</li> <li>Stairs should be used in preference to lifts or hoists.</li> <li>Where lifts or hoists must be used:</li> <li>Lower their capacity to reduce congestion.</li> <li>Regularly clean touchpoints, doors, buttons etc.</li> <li>Increase ventilation in enclosed spaces</li> </ul> |

| Toilet Facilities                                      | <ul> <li>Physical distancing rules apply to the use of shared facilities, including toilets.</li> <li>Wash hands before and after using the facilities.</li> <li>Enhance the cleaning regimes for toilet facilities particularly door handles, locks, toilet flush and sanitary bins.</li> <li>Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal.</li> </ul>   |
|--|---|
| Eating<br>Measures                                     | <ul> <li>If you need to leave site for any reason, follow site entry procedures on return.</li> <li>Dedicated eating areas should be identified on site to reduce food waste and contamination.</li> <li>Break times should be staggered to reduce congestion and contact at all times.</li> <li>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.</li> <li>The workforce should be asked to bring pre-prepared meals and refillable drinking bottles from home.</li> <li>Workers should sit 2 metres apart from each other whilst eating and avoid all contact.</li> <li>Where catering is provided on site, it should provide pre-prepared and wrapped food only.</li> <li>Shared crockery, eating utensils, cups etc. should not be used.</li> <li>Tables should be cleaned between each use.</li> <li>All rubbish should be put straight in the bin and not left for someone else to clear up.</li> <li>All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles.</li> <li>Limit access and use of water fountains.</li> <li>Consider numbers on site for site facilities as physical distancing may require additional space/facilities.</li> </ul> |
| Changing<br>Facilities,<br>Showers and<br>Drying Rooms | <ul> <li>Introduce staggered start and finish times to reduce congestion and contact at all times.</li> <li>Introduce enhanced cleaning of all facilities throughout the day and at the end of each day.</li> <li>Consider increasing the number or size of facilities available on site if possible.</li> <li>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.</li> <li>Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.</li> </ul>   |
| General<br>Hygiene                                     | <ul> <li>Each worker must sanitise their hands with hand sanitiser or soap and running water before entry onto site, use warm water if available.</li> <li>Set up a specific place near the entry of the site for handwashing and/ or sanitising.</li> <li>Any personal items brought to site by workers must be segregated (kept separate from other workers items).</li> <li>Individual PPE for workers must be kept separate from other workers PPE and cleaned correctly as per the Cleaning Protocol.</li> <li>All eating and drinking utensils to be cleaned by the user. Have paper towels accessible to dry.</li> </ul>   |
| Smoking  | <ul> <li>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.</li> <li>Stand so that smoke or vapor produced is not going into another person's breathing zone.</li> </ul>   |

| 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.                            |
|              | <ul> <li>Provide hand sanitiser where hand washing facilities are unavailable.</li> </ul>                      |
|              | • 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.  |
|---|----|---|
| Workers travel  | +  | Log is to be kept recording who has arrived on site, how they travelled and who they travelled with for contact tracing purposes. |
| to site   |    | Workers must travel home in the same vehicle as they arrived in.  |
|   | 5  | Handwashing protocols to be observed before entering site.  |
| Any travel  | Å  | Allowing for spaces between passengers.   |
| managed by the<br>employer should<br>ensure that        | 5  | Hygienic washing of hands before and after the journey.   |
| adequate steps<br>can be achieved<br>for this transport |    | Follow Vehicle Cleaning Procedures as per the Cleaning Protocols.   |
| which includes:   |    | Restricting equipment and baggage to trailers and or separate parts of the vehicle.   |
|   | †Ø | Deliveries to site should be delivered by one person only where possible.   |
| Deliveriae to eite                                      | 5  | 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.

every day with antiseptic wipes or disinfectant, including bleach solutions.

| Disinfecting<br>Cleaning Aids | <ul> <li>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:</li> <li>Use disposable cloths or paper towels when possible.</li> <li>Reusable cloths should be disinfected or washed after each use.</li> <li>Wash brushes in a dishwasher regularly or clean with detergent and warm water after each use.</li> <li>Use two buckets for mopping - one for detergent and the other for rinsing.</li> <li>Mops and buckets should be cleaned and dried after each use.</li> </ul> |
|-------------------------------|--|
| Site Cleaning                 | Before leaving the jobsite at the end of the working day or end of each shift, wipe<br>down any tables/surfaces with soapy water or cleaning agents where possible.<br>All workers must be checked out of site and record kept daily.<br>Common touch points may include:  |
|                               | <ul> <li>All waste and disposable PPE must be securely disposed of.</li> <li>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.</li> <li>Clean all 'high-touch' surfaces such as desks, counters, tabletops, doorknobs, bathroom fixtures, toilets, light switches, phones, and keyboards</li> </ul>   |

| Cleaning                           | Clean toilets with a separate set of cleaning equipment (disposable cleaning   |  |  |  |  |
|------------------------------------|--|--|--|--|--|
| Bathrooms,<br>Toilets and          | cloths, mops, etc).  |  |  |  |  |
| Showers                            | Clean sinks frequently if they're used regularly. If your jobsite has a shower:  |  |  |  |  |
|                                    | <ul> <li>Clean shower trays frequently, if used regularly.</li> <li>If a shower has not been used for a while, let it run with hot water before using it.</li> <li>Keep tiles and grout in good condition.</li> <li>Clean shower curtains frequently. Common toilet touch points may include:</li> <li>Keep the U-bend and toilet bowl clean by flushing after each use.</li> <li>Limescale should be regularly removed using a descaling product.</li> <li>Keep the toilet seat, handle and rim clean by using a disinfectant.</li> </ul>   |  |  |  |  |
| Cleaning Tools<br>and<br>Equipment | <ul> <li>Clean tools and equipment before and after each day's work with a disinfectant, concentrating on points of contact such as handles.</li> <li>Wash your hands after handling tools and equipment to prevent the spread of germs.</li> </ul>  |  |  |  |  |
|                                    | • 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<br>Vehicles               | <ul> <li>Have dedicated drivers when using vehicles to avoid the spread of germs.</li> <li>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.</li> <li>Wipe down the inside and common touched areas of the vehicle before and after each day.</li> <li>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.</li> <li>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.</li> </ul> |  |  |  |  |
| Cleaning PPE                       | <ul> <li>Work clothes to be placed in washing machines and clean reusable PPE.</li> <li>Read and follow directions on the labels of laundry or clothing and detergent.<br/>In general, wash and dry laundry and clothing with the warmest temperatures recommended on the label.</li> <li>When handling soiled laundry wash your hands afterwards. All clothes and towels should be washed with a laundry product to prevent germs from spreading.</li> <li>Don't leave laundry in the washing machine – any remaining germs can multiply rapidly.</li> </ul>  |  |  |  |  |
| Specialist<br>Clean                | <ul> <li>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.</li> <li>All equipment and vehicles used must be cleaned down and disinfected, concentrating on points of contact such as handles, steering wheels etc.</li> </ul>  |  |  |  |  |

### 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.

| spread 0                                   |  |
|--|--|
|  | 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<br>Screening                        | <ul> <li>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 <i>Daily Symptom Monitoring Tool</i>.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul> |
| After isolation<br>or quarantine<br>period | <ul> <li>Undergo medical evaluation to confirm that they are fit to work</li> <li>Wearing of surgical masks at all times while at work for a period of 21 days from the initial test</li> <li>Implement social distancing measures as appropriate (in the case of health workers avoiding contact with severely immunocompromised patients)</li> <li>Adherence to hand hygiene, respiratory hygiene, and cough etiquette</li> <li>Continued self-monitoring for symptoms, and seek medical re-evaluation if respiratory symptoms recur or worsen</li> </ul>  |

"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<br>Vulnerable<br>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<br>Distancing             | Physical distancing, also known as "social distancing", is about keeping a safe distance from others.   |
| Safe Work<br>Practices             | Safe work practices are types of administrative controls that include procedures for safe and 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 M           | asks on Site  |  |
|------------|------------------------|---|--|
| 5          | Wash<br>Hands First    | Always make sure<br>you wash your hands<br>thoroughly before and<br>after touching a<br>mask. |  |
|            | Masks                  | There are many kinds<br>of masks, depending<br>on the task.                                   |  |
| (@)        | The Right<br>Side      | There is a metal clip<br>at the top of the mask.  |  |
|            | Placement              | Place the metal clip<br>across the top of your<br>nose.                                       |  |
| The second | Attach the<br>Mask     | Attach the mask by pulling the elastic bands over your ears.                                  |  |
|            | Stretch<br>Down        | Stretch the mask<br>down, so that it<br>covers your chin.                                     |  |
| R          | Adjust                 | Bend the metal clip<br>around your nose so<br>that it sits securely.                          |  |
| The second | Taking off<br>the Mask | Pull the elastic<br>bands away from<br>your ears.   |  |
| S ⊧<br>W   | Disposal               | Always place the<br>used mask in a<br>closed rubbish bin<br>for secure disposal.              |  |

#### Using Face Masks on Site

Any time you are completing a manual task Use your usual work safety gloves

lf 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 susp<br>at work | ected or confi | rmed case of COVID-19 is  |              | ected or co<br>ork when d | onfirmed case of COVID-19<br>iagnosed   |
|------------------------|----------------|---|--------------|---------------------------|---|
|                        | Isolate        | Isolate the person from<br>others and provide a<br>disposable surgical mask,<br>if available, for the person<br>to wear.  |              | Inform                    | Call ( <mark>Insert No</mark> ). Follow<br>the advice of health<br>officials.   |
|                        | Inform         | Call ( <mark>Insert No</mark> ). Follow<br>the advice of health<br>officials.   | <b>† † †</b> | Identify                  | Identify who at the<br>workplace had close<br>contact with the infected<br>person in the 24 hours<br>before that infected<br>person started showing<br>symptoms. Send those<br>people home to isolate.<br>Allow employees to raise<br>concerns. |
|                        | Transport      | Ensure the person has transport to their home or to a medical facility  | ks           | Clean                     | Clean the area where the<br>person was working and<br>all places they have been.<br>This may mean<br>evacuating those areas.<br>Use PPE when cleaning.  |
| Est.                   | Clean          | Clean the area where the<br>person was working and<br>all places they have been.<br>This may mean<br>evacuating those areas.  |              |                           | Review risk management  |
| <b>† † †</b>           | Identify       | Use PPE when cleaning.<br>Identify who at the<br>workplace had close<br>contact with the infected<br>person in the 24 hours<br>before that infected<br>person started showing<br>symptoms. Send those<br>people home to isolate.<br>Allow employees to raise<br>concerns. |              | Review                    | controls relating to<br>COVID-19 and review<br>whether work may need<br>to change. Keep<br>employees up to date on<br>what is happening.  |
| Es.                    | Clean          | Clean the area where<br>the person was working<br>and all places they have<br>been. This may mean<br>evacuating those areas.<br>Use PPE when cleaning.  |              |                           |   |
|                        | Review         | Review risk<br>management controls<br>relating to COVID-19<br>and review whether work<br>may need to change.<br>Keep employees up to<br>date on what is<br>happening.   |              |                           |   |

#### Department of Transport

transport

# **APPENDIX C: COVID-19 DAILY SYMPTOM MONITORING TOOL**

|                      | Transport<br>Province of KwaZulu-Na | atal                  |                       |  |                               |            |
|----------------------|-------------------------------------|-----------------------|-----------------------|--|-------------------------------|------------|
| Details of Worker    |                                     |                       |                       | Details of Person completing this form | Date completing<br>form       | DD/MM/YYYY |
| Identifier           | Date of<br>contact                  | DD/MM/YYYY            | Place last<br>contact | Surname                                | Name                          |            |
| Surname              |                                     | Name                  |                       | Role                                   | Facility name                 |            |
| Date of birth        | DD/MM/YYYY                          | Age (Y)               | Sex M F               | Email address                          | Telephone number              |            |
| Healthcare<br>worker | Y N If yes, fac                     | cility name           |                       | Next of kin details                    | · · ·                         |            |
| Contact<br>number(s) |                                     | Email                 |                       | Next of Kin name and surname           | Next of Kin contact<br>number |            |
| Physical address     |                                     |                       |                       |  |                               |            |
| House<br>number      |                                     | Street                |                       | Suburb                                 | Town                          |            |
| District             |                                     | Province              |                       | Patient traced Y N                     |                               |            |
| Details of confirm   | ed COVID-19 case (Comp              | lete only if Applicab | le                    |  |                               |            |
| Contact type1        | Close Casual                        | Relationship          |                       | Name Surname                           | Date of Birth                 | DD/MM/YYYY |

COVID-19 DAILY SYMPTOM MONITORING TOOL

Instructions for completion: Instructions for completion: Mark "Y" if symptom present and "N" if not. If any symptoms are present collect, contact (Insert No) immediately and make immediate arrangements for the collection of a combined nasopharyngeal and oropharyngeal swab. Refer to COVID-19 Quick Guide on the NICD website for additional details. Days post exposure to case.

| DAY                    | 1       | 2       | 3       | 4       | 5       | 6 | 7       | 8       | 9       | 10      | 11      | 12      | 13      | 14      |
|------------------------|---------|---------|---------|---------|---------|---|---------|---------|---------|---------|---------|---------|---------|---------|
| Date (DD/MM)           |         |         |         |         |         |   |         |         |         |         |         |         |         |         |
| Measured body temp     |         |         |         |         |         |   |         |         |         |         |         |         |         |         |
| Chills                 | □ 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 |
| Sore throat            | □Y□N    |         | □ Y □ N |         |         |   | □ Y □ N |         | □ Y □ N | □ Y □ N | □ Y □ N | □ Y □ N |         | □ Y □ N |
| Shortness of breath    | □Y □ N  |         |         |         |         |   |         |         | □ Y □ N | □ Y □ N |         |         |         |         |
| Myalgia/body pains     | □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 |
| Diarrhoea <sup>3</sup> | □Y□N    | □ Y □ N | □ Y □ N | □ Y □ N | □ Y □ N |   | □ Y □ N |         | □ Y □ N | □ Y □ N | □ Y □ N | □ Y □ N | □ Y □ N | □ Y □ N |

<sup>1</sup> 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. <sup>2</sup> Chose from: Spouse, Aunt, Child, Class mate, Colleague, Cousin, Father, Friend, Grandfather, Grandfather, Healthcare worker taking care of, Mother, Nephew, Niece, Other relative, Uncle. <sup>3</sup> Diarrhoea defined as three or more loose stools in a 24-hour period.

#### Department of Transport

# **APPENDIX D: COVID-19 BASELINE RISK ASSESSMENT**

|   |   |   |      |  | ]   |   |   |   | Likel | hood  |            |                |
|---|---|---|------|--|---|---|---|---|-------|-------|------------|----------------|
|   |   |   |      |  |   |   | Very<br>Unlikely  | Unlikely  | Po    | sible | Likely     | Very<br>Likely |
|   |   |   |      |  |   | Negligible  | 1   | 2   |       | 3     | 4          | 5              |
|   |   |   |      |  | ť   | Minor   | 2   | 4   |       | 6     | 8          | 10             |
|   |   |   |      |  | Severity  | Moderate  | 3   | 6   |       | 9     | 12         | 15             |
|   |   |   |      |  | Se  | Major   | 4   | 8   |       | 2     | 16         | 20             |
|   |   |   |      |  |   | Extreme   | 5   | 10  |       | 15    | 20         | 25             |
| Hazard  | L | S | Risk | Control Measures   |   |   |   |   | L     | RR    | Persons    | at Risk        |
| <ol> <li>Exposure from others<br/>due to:</li> <li>Living with<br/>someone with a<br/>confirmed case of<br/>COVID-19.</li> <li>Have come into<br/>close contact<br/>(within 2 metres for<br/>15 minutes or<br/>more) with a<br/>confirmed case of<br/>COVID-19.</li> <li>Being advised by a<br/>public health<br/>authority that<br/>contact with a<br/>diagnosed case<br/>has occurred.</li> </ol> |   |   |      | <ul> <li>To follow government action of selfollowing circumstances: for media supplies; for exercise once per dat deemed 'key workers'</li> <li>Any existing individual risk assessive expectant mothers) to be reviewed</li> <li>Maintain contact with line manager follow company policy / guidance.</li> <li>Travel is only required for essentia public transport and to implement clearance from persons and not to immediate family)</li> <li>To continue following ongoing governes Stay at home and only attend hos surgery and phone (Insert No) if furth</li> <li>Company to ensure extremely vulne following their specific medical advice.</li> <li>Always follow good hygiene measures</li> <li>Do not approach delivery staff, allow</li> <li>Do not take any antibiotics as they definition.</li> </ul> | cal r<br>y; an<br>ment:<br>ment<br>l travel<br>travel<br>men<br>pital<br>per ac<br>rable<br>e issu<br>es they<br>pack | eason; to shop<br>d for essential<br>s (disability, you<br>and Human R<br>vel; reduce the<br>cial distancing<br>in groups of m<br>t guidance<br>in an emergen<br>lvice is required<br>persons are sh<br>led to them no la<br>v are providing a<br>ages to be left o | o for nece<br>works incl<br>ung persor<br>esources (<br>amount of<br>where po<br>nore than 2<br>cy. Do not<br>ielding ther<br>ater than 2<br>medical re<br>on the doors | essary food<br>uding those<br>as or new /<br>HR) and to<br>time using<br>ossible (2m<br>unless it is<br>attend GP<br>nselves and<br>0/3/2020<br>quirement |       |       | Individual | Workers        |

#### Contract No. ZNB00163/00000/00/EST/INF/20/T

|  |   |   |      |  | 1  |  |  | Inikely       Onlikely       Possible       Likely       Like         1       2       3       4       5         2       4       6       8       10         3       6       9       12       15         4       8       12       16       20         5       10       15       20       25         L       S       RR       Persons at Risk         while at work, they       I       Individual worket         Io not have tissues,       I       Individual worket         Ivice a key worker –       Individual worket         vice provided       Individual worket         is essential, please       Individual worket         is essential, please       Individual worket |   |      |      |            |                |
|--|---|---|------|--|--|--|--|---|---|------|------|------------|----------------|
|  |   |   |      |  |  |  | Very<br>Unlikely   | Unlikely  | Р | ossi | ible | Likely     | Very<br>Likely |
|  |   |   |      |  |  | Negligible   | 1  | 2   |   | 3    |      | 4          | 5              |
|  |   |   |      |  | ĬŢ   | Minor  | 2  | 4   |   | 6    |      | 8          | 10             |
|  |   |   |      |  | everity  | Moderate   | 3  | 6   |   | 9    |      | 12         | 15             |
|  |   |   |      |  | Se   | Major  | 4  | 8   |   | 12   | 2    | 16         | 20             |
|  |   |   |      |  |  | Extreme  | 5  | 10  |   | 15   | 5    | 20         | 25             |
| Hazard   | L | S | Risk | Control Measures   |  | •  |  |   | L | S    | RR   |            |                |
| Suspected case whilst<br>working on site<br>General travel<br>including foreign travel |   |   |      | <ul> <li>If a worker develops a high temperature should:</li> <li>1. Return home immediately</li> <li>2. Avoid touching anything</li> <li>3. Cough or sneeze into a tissue and p cough and sneeze into the crook of the crook of the result of self-isolation has been their period of self-isolation has been their period of self-isolation has been their period of self-isolation has been their period of self-isolation has been their period of self-isolation has been teleconferencing for meen isolate themselves until further notic continue to apply)</li> <li>3. Please continue to follow any further</li> <li>4. Where an occupational health (OH) seek additional advice or concerns to use private single occupancy where</li> </ul> | out it<br>heir e<br>on se<br>ork fr<br>tings<br>ited the<br>fron<br>r natic<br>servic<br>hroug<br>c tran | in a bin, or if the<br>elbow.<br>elf-isolation and<br><u>pleted.</u><br>rom home or de<br>nese countries, f<br>n the government<br>conal government<br>ce provider has l<br>h this service<br>sport. Where tra | ey do not han not return the emed a ket they should nt (lockdow advice proposen appoin | ave tissues,<br>to work until<br>ey worker –<br>self / home<br>n measures<br>vided<br>nted, please  |   |      |      |            |                |
| Access / egress to site  |   |   |      | <ul> <li>Where possible, please consider and imp</li> <li>1. Stop all non-essential visitors</li> <li>2. Introduce staggered start and finish all times</li> <li>3. Monitor site access points to enable the number of access points, either to enable monitoring</li> <li>4. Remove or disable entry systems scanners</li> <li>5. Require all workers to wash or clea site</li> </ul>   | time<br>socia<br>incre<br>that   | s to reduce con<br>I distancing – yo<br>ase to reduce c<br>require skin c  | gestion and<br>ou may nee<br>congestion<br>contact e.g                                 | d to change<br>or decrease<br>. fingerprint   |   |      |      | Individual | workers        |

|   |   |   |      |   |  |   |  | Ilikely       Offikely       Possible       Likely         1       2       3       4         2       4       6       8         3       6       9       12         4       8       12       16         5       10       15       20         L       S       RR       Persons         enter site       L       S       RR       Persons         ons and consider       L       L       S       Individual         be considered as       L       L       Individual         be considered as       L       L       L       Individual         be considered as       L       L       Individual         ater for at least 20       L       L       Individual         ater for at least 20       L       L       L       L         ater for at least 20       L       L       L       L       L <tr table<="" tr="">        ads and cover</tr> |   |    |    |            |                |  |
|---|---|---|------|---|--|---|--|--|---|----|----|------------|----------------|--|
|   |   |   |      |   |  |   |  |  |   |    |    |            |                |  |
|   |   |   |      |   | Image: Second State State       Image: Second State State       Image: Second State State       Image: Second State       Im |   |  |  |   |    |    | Likely     | Very<br>Likely |  |
|   |   |   |      |   |  | Negligible  | 1  | 2  |   | 3  |    | 4          | 5              |  |
|   |   |   |      |   | ξ  | Minor   | 2  | 4  |   | 6  |    | 8          | 10             |  |
|   |   |   |      |   | ver  | 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 | Persons    | at Risk        |  |
|   |   |   |      | <ol> <li>Regularly clean common contact s<br/>and delivery areas e.g. scanners,<br/>desks, particularly during peak flow t</li> <li>Reduce the number of people in a<br/>holding them outdoors wherever pos</li> <li>Drivers should remain in their vehicl</li> </ol>         | urfac<br>turr<br>imes<br>attenc<br>sible<br>es if  | es in reception,<br>nstiles, screens<br>dance at site in<br>the load will allo  | office, aco<br>telephone<br>ductions a                                   | cess control<br>e handsets,<br>nd consider   |   |    |    |            |                |  |
| Inclement weather –<br>cold temperature<br>allows disease to<br>survive |   |   |      | <ol> <li>Welfare facilities provided to shelter</li> <li>Maintain good hygiene measures at</li> <li>Appropriate respiratory protective ed<br/>last resort however face fit test (I<br/>effectiveness. It is advised to speal<br/>matters and supplies should be re</li> </ol> | All persons to dress appropriately for the weather       Individual work         Welfare facilities provided to shelter from the elements       Individual work         Maintain good hygiene measures at all times       Individual work  |   |  |  |   |    |    |            |                |  |
| Poor hygiene  |   |   |      | <ul> <li>seconds. Use alcohol-based hand seand hand washing technique to be a</li> <li>Avoid touching your face/eyes/nose/<br/>cough or sneeze with a tissue then the</li> <li>Provide additional hand washing face</li> </ul>  | saniti<br>dopte<br>mouth<br>nrow<br>ilities<br>s of p<br>cilitie<br>sh bir   | ser if soap and<br>ad as directed<br>h with unwashed<br>it in the bin.<br>to the usual we<br>personnel on site<br>s and check soa<br>as for hand towe | water is n<br>hands and<br>lfare faciliti<br>p and sanif<br>ls with regu | ot available<br>d cover your<br>es if a large<br>tiser levels<br>ular removal  |   |    |    | Individual | workers        |  |

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|  |   |   |      |   |  |  |  |  | Lik | elih | bod |            |                |
|--|---|---|------|---|--|--|--|--|-----|------|-----|------------|----------------|
|  |   |   |      |   |  |  | Very<br>Unlikely   | Unlikely   | F   | ossi | ble | Likely     | Very<br>Likely |
|  |   |   |      |   |  | Negligible   | 1  | 2  |     | 3    |     | 4          | 5              |
|  |   |   |      |   | Ę  | 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 Measures7. Restrict the number of people using  |  |  |  |  | L   | S    | RR  | Persons a  | at Risk        |
|  |   |   |      | welfare attendant. Wash hands be<br>the cleaning regimes for toilet facilit<br>toilet flush. Portable toilets should be<br>use these should be cleaned and en   | ies pa<br>be avo<br>nptied   | articularly door<br>bided wherever<br>more frequently  | handles, lo<br>possible, b<br>/.   | cks and the<br>out where in  |     |      |     |            |                |
| Canteen - exposure<br>from large numbers of<br>persons |   |   |      | <ol> <li>The workforce should also be require<br/>and not use local shops.</li> <li>Dedicated eating areas should be<br/>contamination</li> <li>Break times should be staggered to</li> <li>Hand cleaning facilities or hand sam<br/>any room where people eat and sho<br/>leaving the area</li> <li>The workforce should be asked to<br/>drinking bottles from home</li> <li>Workers should sit 2 metres apart<br/>contact</li> <li>Where catering is provided on site,<br/>food only - Payments should be ta<br/>and Crockery, eating utensils, cups of<br/>mechanism introduced</li> <li>Tables should be cleaned between ea<br/>10. All rubbish should be put straight in to<br/>up</li> <li>All areas used for eating must be th<br/>and shift, including chairs, door<br/>devices.</li> </ol> | dentif<br>reduc<br>itiser<br>buld b<br>o brin<br>from<br>it sho<br>ken b<br>ken b<br>etc. sh<br>vith e<br>each u<br>he bin | ied on site to r<br>e congestion an<br>should be avail<br>the used by work<br>ng pre-prepared<br>each other whil<br>uld provide pre-<br>by contactless of<br>nould not be use<br>nhanced cleanir<br>use<br>n and not left for<br>ghly cleaned at | educe food<br>able at the<br>ers when e<br>d meals a<br>st eating a<br>prepared a<br>ard where<br>ed<br>ng measure<br>the end of | I waste and<br>at all times<br>entrance of<br>entering and<br>and refillable<br>and avoid all<br>and wrapped<br>ver possible<br>es of the tap<br>else to clear<br>each break |     |      |     | Individual | Workers        |

#### Contract No. ZNB00163/00000/00/EST/INF/20/T

|  |   |   |      |  |  |            |                  |          | Lik | elih | ood  |         |                |
|--|---|---|------|--|--|------------|------------------|----------|-----|------|------|---------|----------------|
|  |   |   |      |  |  |            | Very<br>Unlikely | Unlikely | F   | oss  | ible | Likely  | Very<br>Likely |
|  |   |   |      |  |  | Negligible | 1                | 2        |     | 3    |      | 4       | 5              |
|  |   |   |      |  | ity  | Minor      | 2                | 4        |     | 6    |      | 8       | 10             |
|  |   |   |      |  | Severity   | Moderate   | 3                | 6        |     | 9    |      | 12      | 15             |
|  |   |   |      |  |  | Major      | 4                | 8        |     | 12   |      | 16      | 20             |
|  |   |   |      |  | Extreme  | 5          | 10               |          | 1:  | 5    | 20   | 25      |                |
| Hazard   | L | S | Risk | Control Measures   |  |            |                  |          | L   | S    | RR   | Persons | at Risk        |
| Use of Changing<br>facilities, showers and<br>drying rooms |   |   |      | <ul> <li>all times</li> <li>Introduce enhanced cleaning of all faeach day</li> <li>Consider increasing the number or s</li> <li>Based on the size of each facility, do one time to maintain a distance of two</li> </ul> | <ul> <li>Introduce staggered start and finish times to reduce congestion and contact at all times</li> <li>Introduce enhanced cleaning of all facilities throughout the day and at the end of each day</li> <li>Consider increasing the number or size of facilities available on site if possible</li> <li>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</li> </ul> |            |                  |          |     |      |      |         |                |