CALIFORNIA ROADS AND STORMWATER INFRASTRUCTURE: PHASE 1

BID DOCUMENT

BID NO.: R/EC/14011/16/18

SEPTEMBER 2017

TENDERER:

CLOSING DATE: 11 OCTOBER 2017

CLOSING TIME: 12H00

ISSUED BY:
The Municipal Manager
Sakhisizwe Municipality
Erf 5556 Mthatha Road
CALA
5460

Contact Person: Nothemba Ntlantsana
Tel: (047) 877 5200
Fax: (047) 877 0000
Website: www.sakhisizwe.gov.za

PREPARED BY:
Lukhozi Consulting Engineers (Pty) Ltd
3A Griffith Street
QUEENSTOWN
5319

Contact Person: Duane Kennedy
Tel: (045) 839 2532
Fax: (045) 839 3067
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T1.1 TENDER NOTICE AND INVITATION TO TENDER

PROJECT NAME: CALIFONIA ROADS AND STORMWATER INFRASTRUCTURE IN CALA: PHASE 1

BID NUMBER: R/EC/14011/16/18

Competent and suitably experienced contractors are hereby invited for the construction of 1.17km of paved roads and storm water drainage.

The project is open only to tenderers who are currently registered with CIDB, or are registered prior to closing of tenders, on a CIDB grading equal to or higher than 4CE PE or 5CE and those who satisfy the conditions stated in the tender data are eligible to tender. Joint Venture bidders having a combined CIDB grading 5CE may also submit bids.

A compulsory site inspection will be held on 20 September 2017 at 10h00 at the Sakhisizwe Municipal Offices Cala, from where the representatives of the Engineers and Employer shall take the prospective tenderers to the site of the works.

Bid Documents will be available from the Sakhisizwe Municipality Website www.sakhisizwe.gov.za under vacancies and tenders and can also be accessible on www.etenders.gov.za

Tender documents are to be submitted in a sealed envelope, clearly marked: “BID NO: R/EC/14011/16/18 – CALIFONIA ROADS AND STORMWATER INFRASTRUCTURE CALA: PHASE 1” and must be deposited in the Bid Box, at the offices of the Sakhisizwe Municipality, Erf 5556 Mthatha Road Cala, 5460, not later than 12:00 on 11 October 2017, where bids will be opened in public.

TENDERERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS:

- A Valid Original SARS Tax Clearance Certificate.
- CIDB Grading Certificate: Grade 4 CE PE or 5CE or higher.
- Bidders must be registered with the CIDB in a CE class of construction works. (CIDB CRS numbers to be submitted with tender).
- A current tax clearance certificate of South African Revenue Services is to be submitted with the completed tender.
- Detailed proposal of the bidder to be attached with a company profile with contactable references.
- Joint venture agreement (where applicable)
• The Sakhisizwe Municipality Supply Chain Management Policy will apply.
• 15% of the work to be subcontracted to local SMMEs / subcontractors within the jurisdiction of Cala area.
• Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
• Bidders to submit proposals indicating their company profile, cost, experience and with contactable references.
• The Sakhisizwe Municipality does not bind itself to accept the lowest tender or any tender and reserves the right to accept the whole or part of the tender;
• Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
• All bids are valid for 90 days after the bid closing date.
• Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
• Sakhisizwe Municipality will not take responsibility for incorrectly delivered bids sent by courier. It is the bidder’s responsibility to make sure that their bid is correctly delivered in the tender box on or before the closing date of this bid.
• All prospective bidders must registered/eligible to register on the Sakhisizwe Local Municipality Database System of 2017/18 financial year, reference can be made to such documents and it is the bidders responsibility to ensure that the document does exist and the variation of such registration will be done by the municipality and where the bidder is found not registered or has submitted incorrect registration details will be regarded as non-responsive and be disqualified from the bid;
• All prospective service providers of goods and services and infrastructure procurement are required to apply on Central Supplier Database in order to do business with all organs State in the Republic of South Africa at http://secured.csd.gov.za non registration will be regarded as non-responsive and be disqualified from the bid;
• All municipal rates and taxes of the renderer must be paid where the business has its head or regional office and rates clearance certificate not older than 3 months must be submitted with the bid, if the property is being leased by the bidder then lease agreement should be submitted.
• NB: No tenderers will be considered from the persons in the service of the state.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

<table>
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<th>Price</th>
<th>- 80</th>
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<tr>
<td>B-BBEE Status Level of Contribution</td>
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Total | -100 |

Quality (functionality) will be evaluated based on the following:

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<th>WEIGHT</th>
<th>VALUES</th>
<th>MAXIMUM SCORE</th>
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<td>25</td>
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<td>Quality Management System</td>
<td>5</td>
<td>Max 5</td>
<td>25</td>
</tr>
<tr>
<td>Company Experience</td>
<td>40</td>
<td>Max 5</td>
<td>200</td>
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<td>Key Personnel: Qualifications &amp; Experience</td>
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<td>Max 5</td>
<td>150</td>
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<tr>
<td>Financial Status (Bank Rating)</td>
<td>20</td>
<td>Max 5</td>
<td>100</td>
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</tbody>
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Total | 100 | 500
--- | --- | ---

Bidders are to note that a Pre-Qualification evaluation will be undertaken. A minimum of 70 points out of 100 must be scored in order to proceed to the Financial Evaluation.

Technical enquiries should be directed to Mr. D Kennedy of Lukhozi Consulting Engineers at Tel. No. (045) 839 2532 or Fax No. (045) 839 3067 or e-mail: d.kennedy@lukhozi.co.za.

Other enquiries to be directed to Ms Nothemba Ntlantsana at Sakhisizwe Municipality at (047) 877 5200 or facsimile (047) 877 0000 or email: nntlantsana@sakhisizwe.gov.za.

Issued by
DUMILE MVULANE
MUNICIPAL MANAGER
P.O. Box 26
CALA
5455
**SAKHSIZWE MUNICIPALITY**  
CALIFORNIA ROADS AND STORMWATER INFRASTRUCTURE CALA: PHASE 1  
BID NUMBER: R/EC/14011/16/18

**MBD 1**

**INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO BID FOR THE  
PROJECT NAME: CALIFORNIA ROADS AND STORMWATER INFRASTRUCTURE: PHASE 1  
TO THE REQUIREMENTS OF THE SAKHSIZWE MUNICIPALITY

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<th>R/EC/14011/16/18</th>
<th>CLOSING DATE:</th>
<th>11 October 2017</th>
<th>CLOSING TIME:</th>
<th>12h00</th>
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**DESCRIPTION:** Competent and suitably experienced contractors are hereby invited for the construction of 1.17km of paved roads and stormwater drainage: PHASE 1

- The successful tenderer will be required to fill in and sign a written **Contract Form**.
- Tender documents must be deposited in the tender box situated at 5556 Mthatha Road Cala, 5460
- Tenderers should ensure that tenders are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.
- The tender box is generally open 24 hours, 7 days a week.
- All tenders must be submitted on the official forms – (not to be re-typed).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED**  
(Failure to do so may result in your tender being disqualified)

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>CIDB CRS Number</td>
</tr>
<tr>
<td>Central Supplier Database (CSD No)</td>
</tr>
<tr>
<td>Postal Address</td>
</tr>
<tr>
<td>Street Address</td>
</tr>
<tr>
<td>Telephone Number Code: Number:</td>
</tr>
<tr>
<td>Cellphone Number</td>
</tr>
<tr>
<td>Facsimile Number Code: Number:</td>
</tr>
<tr>
<td>Vat Registration Number</td>
</tr>
</tbody>
</table>

| Has an original tax clearance certificate been submitted (MBD 2)? | YES / NO |
| Are you the accredited representative in South Africa for the good/Services offered | YES / NO |
| (IF YES ENCLOSE PROOF) |

**SIGNATURE OF TENDERER**

**DATE**

**CAPACITY UNDER WHICH THIS TENDER IS SIGNED**

**TOTAL TENDER PRICE (incl. VAT)**
The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette, Board Notice 136 of 10 July 2015. 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 it 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.

### The additional conditions of tender are:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Tender Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Employer is The Sakhisizwe Municipality.</td>
</tr>
<tr>
<td>F.1.2</td>
<td>Refer to the CONTENTS of this document for a complete list of tender documents issued by the Employer.</td>
</tr>
</tbody>
</table>

The tender document consists of the following volumes:

**Volume 1:**

This document in which are bound the Tendering Procedures, Returnable Documents, Agreement, Contract Data, Pricing Data, Scope of Work, Site Information, Annexures and Drawings.

<table>
<thead>
<tr>
<th>F.1.4</th>
<th>The Employer’s Agent is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lukhozi Consulting Engineers</td>
</tr>
<tr>
<td></td>
<td>3A Griffith Street</td>
</tr>
<tr>
<td></td>
<td>QUEENSTOWN</td>
</tr>
<tr>
<td></td>
<td>5319</td>
</tr>
<tr>
<td></td>
<td>Contact Person: Duane Kennedy</td>
</tr>
<tr>
<td></td>
<td>Tel: (045) 839 2532</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:d.kennedy@lukhozi.co.za">d.kennedy@lukhozi.co.za</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F.2.1</th>
<th>Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor 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) or 25(7A) of the Construction Industry Development Regulations, for a <strong>4 CE PE</strong> or <strong>5CE</strong> class of construction work, are eligible to have their tenders evaluated.</td>
</tr>
<tr>
<td>2.</td>
<td>Joint ventures are eligible to submit tenders provided that:</td>
</tr>
<tr>
<td>2.1.</td>
<td>Every member of the joint venture is registered with the CIDB;</td>
</tr>
<tr>
<td>2.2.</td>
<td>The lead partner has a Contractor grading designation in the <strong>4 CE PE</strong> or <strong>5CE</strong> class of construction work;</td>
</tr>
<tr>
<td>2.3.</td>
<td>The combined Contractor grading designation calculated in accordance with</td>
</tr>
</tbody>
</table>
Clause  Tender Data

the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for 4CE PE or 5CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; and

2.4. The joint venture is registered on the Central Supplier Database or proof of application.

2.5. All members of the joint venture must submit copies of the returnable documentation or original where it is so stipulated for all members.

2.6. In the case of a Partnership / Joint Venture / Consortium the tax clearance certificate must be for the Partnership / Joint Venture / Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium.

2.7. In the case of a Joint Venture/Consortium, a consolidated BBBEE Verification Certificate must be submitted for the Partnership / Joint Venture / Consortium, failing which the Tenderer will score zero points for Preference.

F.2.2 Add the following to the clause:

“Accept that the Employer will not compensate the Tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer’s Agent.”

F.2.3 Amend the clause to read:

“….and notify the Employer’s Agent of any discrepancy….”

Bidders must examine the bid documents upon receipt to ensure that all pages and drawings (if applicable) are included and are to report any missing pages or drawings, drawings which are illegible or indistinct, and errors or ambiguities in the Specifications, Schedule of Quantities and Drawings or any contradictions between the specifications, Schedule of Quantities and Drawings in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of bids. Bidders having any queries relating to discrepancies in, or omissions from the bid document shall contact the Employer or Employer’s Agent immediately.

F.2.7 The arrangements for a compulsory site visit and clarification meeting are stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance register in the name of the tendering entity. Addenda to tender will only be issued to those Tenderers appearing on the attendance register.

F.2.12 No alternative offers will be considered.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.

F.2.13.4 Add the following to the clause:

Only authorised signatories may sign the original Tender Offer where required in terms of F.2.13.4. The Tenderer shall accept that failure to submit proof of authorisation to sign the tender, shall result in a tender offer being declared non-responsive.
Clause  Tender Data

F.2.13.5 The identification details are:

Bid number: R/EC/14011/16/18

Title of Tender: CALIFONIA ROADS AND STORMWATER INFRASTRUCTURE CALA: PHASE 1

Closing Date: 11 October 2017

Time: 12:00

The tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at 5556 Mthatha Road, Cala, 5460.

The address is available from 8:00-16:00 on working days for delivery of tender offers. The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.13.6 / F.3.5 A two-envelope procedure will not be followed.

F.2.13.9 Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted.

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender and F2.13.5.

F.2.16 The tender offer validity period is 90 days.

F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F.2.19 Access shall be provided to the Tenderer during working hours for inspections by appointment as arranged with the Employer’s Agent.

F.2.23 The Tenderer is required to submit with his tender all returnable schedules. No Tenderer will be allowed to submit documentation or sign any of the schedules after the tender has closed. Failure to complete and submit:

- Returnable Schedules for Tender Evaluation Purposes T2.1A to T2.1X will result in the tender being declared non-responsive.
- Returnable Schedules for Preference Scoring Purposes T2.2A to T2.2B will result in the Tenderer scoring zero points for preference.
- Returnable Schedules for Functionality Scoring Purposes T2.3A to T2.3J will result in the Tenderer scoring zero points for functionality.

F.3.4 Tenders will be opened immediately after the closing time for tenders at Sakhisizwe.
Clause  Tender Data

Municipality, Erf 5556 Mthatha Road, Cala, 5460.

F.3.11 Tenders will be evaluated in terms of the Sakhisizwe Municipality’s latest Supply Chain Management Policy. Any parts of the Supply Chain Management Policy that are outdated will be replaced by the applicable portions of the current Preferential Procurement Policy Framework Act and Associated Regulations.

The method for the evaluation of responsive tenders shall be Method 2: Functionality, Price and Preference as described under Clause F.3.11.3.

The minimum number of points for functionality is 70 out of 100 points, Tenders that score less than the minimum will be rejected and not considered further.

The 80/20 Preference Point System will be applied where a maximum of 80 (Eighty) tender adjudication points will be awarded for price and a maximum of 20 (Twenty) points for B-BBEE Status Level of Contribution. Refer to returnable schedule T2.2.1.

F3.11.3 Functionality Scoring

1) Functionality will be scored by a minimum of three Bid Evaluation Committee members appointed by the Employer. The score of each of the criteria by each evaluator will be averaged and the average scores will be totalled to obtain the total score for quality.

2) The functionality scoring criteria and maximum score in respect of each of the criteria is stipulated in returnable schedule T2.3.1.

3) Tenderers are to complete returnable schedules T2.3.2 to T2.3.10.

4) Failure to submit the relevant returnable will result in zero score for that particular category.

Amend paragraph 4) (e) to read:

Subject to paragraph 4.3.8 of the CIDB Standard for Uniformity in Construction Procurement (July 2015), the contract must be awarded to the tender who scores the highest total number of points.

Amend paragraph 5) (e) to read:

Subject to paragraph 4.3.8 of the CIDB Standard for Uniformity in Construction Procurement (July 2015), the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 of the Standard Conditions of Tender.

F3.11.9 Delete the contents of F3.11.9 and replace with the following:

The method for calculating functionality points is as per returnable schedule T2.3A.

F3.13 Tender offers will only be accepted if:

1.1. The Tenderer is registered with the Construction Industry Development Board in an appropriate Contract grading designation;

1.2. The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the
Clause Tender Data

1.3. The Tenderer has not:
   i) abused the Employer’s Supply Chain Management System; or
   ii) failed to perform on any previous contract and has been given a written notice to this effect;

1.4. The Tenderer has completed all returnable schedules and there are no conflicts of interest which may impact on the Tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;

1.5. The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

1.6. The Form of Offer and Acceptance is correctly completed and signed;

1.7. A Tenderer who is not in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality.” If the tender amount is expected to be more than R 10 million, the period for arrears reduces to one month.

Failure to comply with one or more of the above requirements will result in the Tenderer’s offer being declared non-responsive.

F.3.17 The number of paper copies of the tender document to be provided by the Employer is one.

Additional conditions of tender:

1. SMME Subcontractor(s) Involvement

   The Tenderer accepts that 15% of the value of work must be subcontracted to Small Medium and Micro Enterprises (SMME’s).
T1.3 STANDARD CONDITIONS OF TENDER (ANNEX F)


F.1 General

F.1.1 Actions

F.1.1.1 The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity and behave equitably, honestly, and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The Employer and the Tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exist or recuse themselves from the procurement process, as appropriate.

Note:
1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interest in the tender or outcome of the procurement process and any personal bias, inclination, obligation allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The Employer shall not seek and a Tenderer shall no submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purpose of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:
   i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
   ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
iii) incompatibility or contradictory interest exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a Tenderer.

**F.1.4 Communication and Employer’s Agent**

Each commutation between the Employer and a Tenderer shall be to or from the Employer’s Agent only, and in a form that can be readily read, copied and recorded. Communication shall be in English language. The Employer shall not take any responsibility for non-receipt of communication from or by a Tenderer. The name and the contact details of the Employer’s Agent are stated in the tender data.

**F.1.5 Cancellation and Re-Invitation of Tenders**

**F1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the service, works or goods requested; or

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the Tenderer who in terms of F.3.11 is the highest ranked or the Tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenders shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of Tenderers who make a submission. The requirements of F.3.8 relating the material deviations or qualifications which affect competitive position of Tenderers shall not apply.

**F.1.6.2.2** All responsive Tenderers, or not less three responsive Tenderers that are the highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited, in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.
Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tender’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weighting. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after Tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the Tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive renderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer’s obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.1.2 Notify the Employer for any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the Tenderer to submit a tender offer and obtain the Employer’s written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with the requirements.

F2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the
tender documents on its website so as not to incur any cost pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer for any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest version of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices and tendered total of the prices (if any) all duties, taxes (except Value Added Tax VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the contract data.
F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The Conditions of Contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copied stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packaged marking the packaged as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer’s address and identification details stated in the tender data, as well as the Tenderer’s name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the Employer’s address and identification details stated in the tender data, as well as the Tenderer’s name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer’s address and identification details as stated in the tender data.
F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

F.2.15 Closing time

F2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer’s Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

F.2.17 Clarification of tender offer after submission.

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or sample of materials, considered necessary by the Employer for the purpose of full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer’s request, the Employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer where required.
F.2.19 Inspections, tests and analysis
Provide access during working hours to premises for inspection, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies
If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the contract data.

F.2.21 Check final draft
Check the final draft of contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other tender documents
If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of validity period stated in the tender data.

F.2.23 Certificates
Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

F.3 The Employer's undertakings

F.3.1 Respond to requests from the Tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process

F.3.2 Issue Addenda
If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the tender Data. If, as a result a tender applies for and extension to the
closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all Tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after closing time in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderer’s agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested person upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderer’s agent who choose to attend at the time and place stated in the tender data and announce the name of each Tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of the tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer’s opinion, would:

a) detrimentally affect the scope, quality or performance of the works, services or supply identified in the Scope of Work
b) significantly change the Employer’s or the Tenderer’s risks and responsibilities under the contract, or
c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

Reject a no-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetic errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of the tender offers in accordance with F.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:
   i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
   ii) the summation of the prices.

F3.9.2 The Employer must correct the arithmetic errors in the following manner:

a) where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
b) If the bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer’s addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1) Score tender evaluation points for price
2) Score points for BBBEE contribution
3) Add the points scored for price and BBBEE

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50 million

4) (a) (i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

\[
Ps = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

\(Ps\) = points scored for comparative price of tender or offer under consideration;

\(Pt\) = Comparative price of tender or offer under consideration;

\(P_{\text{min}}\) = comparative price of lowest acceptable tender or offer.

4) (a) (ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less that R30 000, if and when appropriate:

4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTOR</th>
<th>NUMBER OF POINTS (80/20 SYSTEM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
</tbody>
</table>
SAKHISIZWE MUNICIPALITY  
CALIFORNIA ROADS AND STORMWATER INFRASTRUCTURE CALA: PHASE 1  
BID NUMBER: R/EC/14011/16/18

<table>
<thead>
<tr>
<th>5</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4) (a).

4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included)

\[
Ps = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

\[Ps\] = points scored for comparative price of tender or offer under consideration;

\[Pt\] = Comparative price of tender or offer under consideration;

\[P_{\text{min}}\] = comparative price of lowest acceptable tender or offer.

5) (b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTOR</th>
<th>NUMBER OF POINTS (90/10 SYSTEM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

5) (c) A Maximum of 10 points be allocated in accordance with subparagraph (5)(b).

5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5) (a).
5) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

\[ N_{FO} = W_1 \times A \]

Where

\( N_{FO} \) = is the number of tender evaluation points awarded for price,
\( W_1 \) = is the maximum possible number of tender evaluation points awarded for price stated in the Tender Data,
\( A \) = is a number calculated using the formula and option described in Table F.1 stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

<table>
<thead>
<tr>
<th>Formula</th>
<th>Comparison aimed at achieving</th>
<th>Option 1(^a)</th>
<th>Option 2(^a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Highest price or discount</td>
<td>[ A = \left( 1 + \frac{(P - Pm)}{Pm} \right) ]</td>
<td>[ A = P / Pm ]</td>
</tr>
<tr>
<td>2</td>
<td>Lowest price or percentage commission / fee</td>
<td>[ A = \left( 1 - \frac{(P - Pm)}{Pm} \right) ]</td>
<td>[ A = Pm / P ]</td>
</tr>
</tbody>
</table>

\( a \) Pm is the comparative offer of the most favourable comparative offer. 
\( P \) is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preference claimed in accordance with the provisions of the Tender Data.

F3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

\[ N_Q = W_2 \times S_0 / M_b \]

Where

\( S_0 \) = is the score for quality allocated to the submission under consideration;
\( M_b \) = is the maximum possible score for quality in respect of a submission; and
\( W_2 \) = is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.
F.3.12 Insurance provide by the Employer

If requested by the proposed successful Tenderer, submit for the tender’s information the policies and/or certificates of insurance which the Conditions of Contract identified in the contract data, require the Employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any risk and only if the Tenderer:

a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer’s procurement
b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and personnel to perform the contract,
c) Has the legal capacity to enter into contract,
d) Is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
e) Complies with the legal requirements, if any stated in the tender data, and
f) Is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

a) Addenda issued during the tender period,
b) Inclusion of some of the returnable documents, and
c) Other revision agreed between the Employer and the successful Tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator’s contract

Unless alternative arrangements have been agreed or otherwise provided in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful Tenderers

F.3.16.1 Notify the successful Tenderer of the Employer’s acceptance of his tender offer by completing and returning one copy of form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful Tenderer has been notified of the Employer’s acceptance of the tender, notify other stated Tenderers that their tender offer has not been accepted.
F.3.17  Provide copied of the contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18  Provide written reasons for actions taken

Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

F.3.19  Transparency in the procurement process

F.3.19.1  The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

F.3.19.2  The Employer must adopt a transparency model that incorporate the disclosure and accountability as transparency requirement in the procurement process.

F.3.19.3  The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F.3.19.4  The client must publish the information on a quarterly basis which contains the following information:

- Procurement Planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F.3.19.5  The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F.3.19.6  Consultative Forum must be an independent structure from the bid committees.

F.3.19.7  The information must be on the Employer’s website.

F.3.19.8  Records of such disclosed information must be retained for audit purposes.
The following documents are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluation of the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that the Tenderers return all information requested.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

The Tenderer’s attention is drawn to clause F2.23 of the Tender Data which stipulates that failure to submit the returnable schedules listed below will result in the Tenderer being declared non-responsive.

In the event of a Joint Venture, the Tenderers attention is drawn to clause F2.1 of the Tender Data which stipulates that failure to submit the returnable schedules listed below for each member of the Joint Venture will result in the Tenderer being declared non-responsive.

T2.1A Authority of Signatory
T2.1B Joint Venture Disclosure Form
T2.1C Compulsory Enterprise Questionnaire
T2.1D Record of Addenda to Tender Documents
T2.1E Proposed Amendments and Qualifications
T2.1F Schedule of Proposed Subcontractors
T2.1G Schedule of Plant and Equipment
T2.1H Schedule of Work Undertaken for Sakhisizwe Municipality
T2.1I Schedule of Work Satisfactorily Carried Out by the Tenderer for Private Clients or Organs of State if Tender is Greater Than R 10 Million
T2.1J Proof of Registration with the Construction Industry Development Board (CIDB)
T2.1K Tax Clearance Certificate (MBD2)
T2.1L Payments of Municipal Accounts
T2.2M Proof of Registration with Central Supplier Database
T2.1N Surety and Bank Details
T2.1O Declaration of Interests (Kinship, Relationship with Persons Employed by Sakhisizwe Mun)
T2.1P Declaration of Interest in Tender of Persons in Service of the State (MBD4)
T2.1Q Company Information (Only for Tenders Greater Than R10 Million) (MBD5)
T2.1R Three Years Financial Statements for Tenders Greater Than R10 M (MBD5)
T2.1S Declaration Certificate for Local Production and Content (MBD6.2)
T2.1. Declaration of Tenderer’s Past Supply Chain Management Practises (MBD8)
T2.1U Certificate of Independent Bid Determination (MBD9)
T2.1V Declaration Concerning Fulfillment of the Construction Regulations, 2014
T2.1W Declaration of Indemnity
T2.1X Certificate of Tenderer’s Visit to the Site
T2.1Y Declaration (Validity of Information Provided)

T2.2 RETURNABLE SCHEDULES REQUIRED FOR PREFERENCE SCORING PURPOSES
The Tenderer’s attention is drawn to clause F2.23 of the Tender Data which stipulates that failure to submit the returnable schedules listed below will result in the Tenderer scoring zero points for Preference.

In the event of a Partnership / Joint Venture / Consortium, a consolidated BBBEE Verification Certificate must be submitted for the Partnership / Joint Venture / Consortium, failure to submit the returnable schedules listed below will result in the Tenderer scoring zero points for Preference.

T2.2A Preference Points Claim Form for 80/20 version (MBD6.1)
T2.2B Broad Based Black Economic Empowerment (BBBEE) Certificate (MBD6.1)

T2.3 RETURNABLE SCHEDULES REQUIRED FOR FUNCTIONALITY SCORING PURPOSES
The Tenderer’s attention is drawn to clause F2.23 of the Tender Data which stipulates that failure to submit the returnable schedules listed below will result in the Tenderer scoring zero points for Functionality for the relevant category for which the returnable was not submitted.

T2.3A Functionality Scoring
T2.3B Personnel Schedule and Contract Organogram
T2.3C Quality Management Systems
T2.3D Company Track Record
T2.3E CV of Contracts Manager
T2.3F CV of Site Agent
T2.3G CV of General Foreman
T2.3H CV of Health and Safety Officer
T2.3I CV of EME Manager
T2.3J Financial References

T2.4 OTHER DOCUMENTS AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT
All documents contained herein will form part of the offer submitted by the Tenderer and will form part of the Contract if the Tenderer’s offer is accepted by the Employer.
| T2.1 | RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES |

- RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
**T2.1A CERTIFICATE OF AUTHORITY OF SIGNATORY**

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on ..................................................

Mr/Mrs.................................................., whose signature appears below, has been duly authorised
to sign all documents in connection with the Bid for Contract No. ......................... and any
Contract that may arise there from on behalf of (name of Bidder in block capitals) .........................

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

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS..............................................................

DATE: ........................................................................................................

SIGNATURE OF SIGNATORY...........................................................................

WITNESSES:  
1. ..............................................................................................................  
2. ..............................................................................................................
# T2.1B JOINT VENTURE DISCLOSURE FORM

## 1. GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
   a) the contributions of capital and equipment
   b) work items to be performed by the Affirmable Joint Venture Partner’s own forces
   c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) ABE partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

## 2. JOINT VENTURE PARTICULARS

a) Name.................................................................

b) Postal address ............................................................

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

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

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

c) Physical address.............................................................

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

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

d) Telephone ....................................................................

e) Fax...........................................................................
3. **IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

(Continue as required for further non-Affirmable Joint Venture Partners)
4. **IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

4.1(a) Name of Firm .................................................................................................................. 
Postal Address ........................................................................................................................
Physical Address ......................................................................................................................
Telephone ............................................................................................................................... 
Fax ...........................................................................................................................................

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
................................................................................................................................................

43.2(a) Name of Firm ................................................................................................................
Postal Address ........................................................................................................................
Physical Address ......................................................................................................................
Telephone ............................................................................................................................... 
Fax ...........................................................................................................................................

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
................................................................................................................................................

4.3(a) Name of Firm ................................................................................................................
Postal Address ........................................................................................................................
Physical Address ......................................................................................................................
Telephone ............................................................................................................................... 
Fax ...........................................................................................................................................

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
................................................................................................................................................

................................................................................................................................................
5. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

6. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) .........................%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....................%

c) Affirmable Joint Venture Partner percentages in respect of: *

   (i) Profit and loss sharing ..............................................................................................................

   (ii) Initial capital contribution in Rands ........................................................................................

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

   (*Brief descriptions and further particulars should be provided to clarify percentages).

   (iii) Anticipated on-going capital contributions in Rands .......................................................

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

   (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

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

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

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

Part T2 Returnable Documents
T2.1 Returnable Schedules for Tender Evaluation Purposes
Page 38
(Yellow)
7. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

<table>
<thead>
<tr>
<th>NON-AFFIRMABLE JOINT VENTURE PARTNERS</th>
<th>PARTNER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td></td>
</tr>
<tr>
<td>e)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AFFIRMABLE JOINT VENTURE PARTNERS</th>
<th>PARTNER NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
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<tr>
<td>c)</td>
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<tr>
<td>d)</td>
<td></td>
</tr>
<tr>
<td>e)</td>
<td></td>
</tr>
</tbody>
</table>

8. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

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........................................................................................................................................
(d) Acquisition of lines of credit
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(e) Acquisition of performance bonds
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(f) Negotiating and signing labour agreements
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9. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

(a) Supervision of field operations
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(b) Major purchasing
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(c) Estimating
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(d) Technical management
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10. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

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(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

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(c) Describe the management structure for the Joint Venture’s work under the contract

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<tr>
<th>MANAGEMENT FUNCTION / DESIGNATION</th>
<th>NAME</th>
<th>PARTNER*</th>
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(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).
11. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

<table>
<thead>
<tr>
<th>TRADE/FUNCTION/DISCIPLINE</th>
<th>NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS</th>
<th>NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS</th>
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</table>

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

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

(ii) Number currently employed by the Joint Venture

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

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

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

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

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

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

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

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

..................................................................................................................................................
12. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature..............................................................................................................

Duly authorised to sign on behalf of.................................................................

Name .....................................................................................................................

Address ...............................................................................................................  

Telephone ...........................................................................................................

Date .....................................................................................................................

Signature..............................................................................................................

Duly authorised to sign on behalf of.................................................................

Name .....................................................................................................................

Address ...............................................................................................................  

Telephone ...........................................................................................................

Date .....................................................................................................................


T2.1 Returnable Schedules for Tender Evaluation Purposes

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date


Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)
T2.1C **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:** Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name*</th>
<th>Identity number*</th>
<th>Personal income tax number*</th>
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</table>

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

**Section 5:** Particulars of companies and close corporations

Company registration number………………………………………………………………………………

Close corporation number …………………………………………………………………………………

Tax reference number …………………………………………………………………………………

**Section 6:** Record in the service of the state

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

- □ a member of any municipal council
- □ a member of any provincial legislature
- □ a member of the National Assembly or the National Council of Province
- □ a member of the board of directors of any municipal entity
- □ an official of any municipality or municipal entity
- □ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- □ a member of an accounting authority of any national or provincial public entity
- □ an employee of Parliament or a provincial legislature
If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
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*insert separate page if necessary

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

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

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

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
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*insert separate page if necessary*
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that 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.

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

Tenderer ........................................................................................................................................

..........................
T2.1D RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the communications listed below were received from the Employer or the Employer’s Agent before the submission of this tender offer, amending or amplifying the tender documents, have been taken into account in this tender offer.

<table>
<thead>
<tr>
<th>NO</th>
<th>DATE</th>
<th>TITLE OR DETAILS</th>
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<td>10.</td>
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</table>

Attach additional pages if more space is required.

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 ............................................... 
Tenderer .................................................................................................................................
T2.1E PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

<table>
<thead>
<tr>
<th>Page</th>
<th>Clause or item</th>
<th>Proposal</th>
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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 ........................................

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

<table>
<thead>
<tr>
<th>Name and address of proposed Subcontractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with Subcontractor</th>
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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 ..................................................
Tenderer ........................................................................................................................................
### T2.1G SCHEDULE OF PLANT AND EQUIPMENT

The Bidder shall insert in the Schedule hereunder, a list of the major plant and equipment he proposes to use on this Contract. Failure to complete this schedule will be taken to indicate that Bidder does not have access to adequate plant and equipment.

<table>
<thead>
<tr>
<th>DESCRIPTION OF MODEL</th>
<th>OWNER*</th>
<th>WHEN AVAILABLE</th>
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*Equipment not owned by the Bidder must be qualified as hire, on loan, etc.

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 ...........................................
Tenderer ..................................................................................................................
Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>AWARDED AMOUNT</th>
<th>CONTRACT START DATE</th>
<th>ANTICIPATED / ACTUAL COMPLETION DATE</th>
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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 ......................................................

Tenderer ..........................................................................................................................
T2.1 SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE IF TENDER IS GREATER THAN R 10 MILLION

(Organs of State include any Local, Provincial or National Government Authority)

The following is the particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract:

<table>
<thead>
<tr>
<th>EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER</th>
<th>DESCRIPTION OF CONTRACT</th>
<th>VALUE OF WORK INCLUSIVE OF VAT (RAND)</th>
<th>DATE COMPLETED</th>
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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  ...........................................

Tenderer  .................................................................................................................................
T2.1J PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

Tenderers shall attach to this page, proof of Registration with the Construction Industry Development Board, or other such documentation which records the Tenderer’s name, CIDB grading and CRS No. for verification by the municipality.

<table>
<thead>
<tr>
<th>CRS Number</th>
<th>..........................................................</th>
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</thead>
</table>
In terms of Clause 14(1)(b) of the Municipal Supply Chain Management Policy, Tenderers must ensure that they are up-to-date with their payments of taxes.

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

1. In order to meet these requirement bidders are required to complete in full TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Partnership / Joint Venture / Consortium are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Alternatively, the Tenderer must submit a Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

<table>
<thead>
<tr>
<th>Tax Compliance Status PIN</th>
<th>...............................................................</th>
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</table>

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

Tenderer ..................................................................................................................................................
**T2.1L PAYMENTS OF MUNICIPAL ACCOUNTS**

Tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The Tenderer shall attach to this page, a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

Should the Tenderer not be based in the Sakhisizwe Municipality, he must submit a Rates Clearance Certificate issued by the municipality in which he is based.

**The Tenderer is referred to the clause F3.13 of the Tender Data.**
T2.1M PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE

All businesses and suppliers wishing to conduct business with the Sakhisizwe Municipality must register on the Central Supplier Database.

Tenderers must attach to this page a copy of their confirmation of registration.
### T2.1N SURETY AND BANK DETAILS

#### SURETY DETAILS

The Surety we intend providing is from

Contact Person

Contact Telephone numbers

Type of Surety

#### BANK DETAILS

Bank Name

Account Number

Account Type

Branch

Contact Person

Tel No.

Fax No.

Address

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

Tenderer
In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the Sakhisizwe including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of Sakhisizwe, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where:

the legal person on whose behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarer acts and persons who are involved with the evaluation of the bid.

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

Do you, or any person have any relationship (family, friend, other) with a person employed with the Sakhisizwe or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

(TICK APPROPRIATE BOX)

| YES | NO |

If yes, state particulars:

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

Are you or any other person connected with the bid, employed by any organ of State?

(TICK APPROPRIATE BOX)

| YES | NO |

If yes, state particulars:

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

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

Tenderer ..................................................................................................................
T2.1P DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE (MBD4)

1. Where the Tenderer is a natural person, state / declare whether the Tenderer or an employee of the Tenderer is in the service of the state, or has been in the service of the state during the past twelve months.

(TICK APPROPRIATE BOX)

| YES | NO |

If yes, state particulars:

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

If yes, and where applicable, state the date of resignation:

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

2. Where the Tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders are in the service of the state, or have been in the service of the state during the past twelve months.

(TICK APPROPRIATE BOX)

| YES | NO |

If yes, state particulars:

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

3. State / declare whether a spouse, child or parent of the Tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 are in the service of the state, or have been in the service of the state during the past twelve months.

(TICK APPROPRIATE BOX)

| YES | NO |

If yes, state particulars:

...................................................................................................................................................
...................................................................................................................................................
4. State / declare whether the Tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

<table>
<thead>
<tr>
<th>(TICK APPROPRIATE BOX)</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
</tr>
<tr>
<td>NO</td>
</tr>
</tbody>
</table>

If so, state particulars:

………………………………………………………………………………………………………………
………………………………………………………………………………………………………………

5. State / declare whether the Tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 are involved in another entity for this particular tender.

<table>
<thead>
<tr>
<th>(TICK APPROPRIATE BOX)</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
</tr>
<tr>
<td>NO</td>
</tr>
</tbody>
</table>

If yes, state particulars:

………………………………………………………………………………………………………………
………………………………………………………………………………………………………………

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

Tenderer ......................................................
### T2.1Q COMPANY INFORMATION (ONLY FOR TENDERS GREATER THAN R10 MILLION) (MBD5)

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

<table>
<thead>
<tr>
<th>(TICK APPROPRIATE BOX)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>(TICK APPROPRIATE BOX)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>(TICK APPROPRIATE BOX)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

If yes, provide particulars:

```
………………………………………………………………………………………………………………
………………………………………………………………………………………………………………
```

3. Have any contracts been awarded to the Tenderer by an organ of state during the past five years?

<table>
<thead>
<tr>
<th>(TICK APPROPRIATE BOX)</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

If yes, provide particulars:

```
………………………………………………………………………………………………………………
………………………………………………………………………………………………………………
```
4. Has there been any material non-compliance or dispute concerning the execution of such contract?

(TICK APPROPRIATE BOX)

| YES | NO |

If yes, provide particulars:

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

5. Is any portion of the goods or services expected to be sourced out from outside the Republic?

(TICK APPROPRIATE BOX)

| YES | NO |

If yes, provide particulars:

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

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

Tenderer .............................................................................................................................................
T2.1.R THREE YEARS FINANCIAL STATEMENTS FOR TENDERS GREATER THAN R10 MILLION (MBD5)

Attach as part of your tender submission audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing.
T2.1S DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
(MBD6.2)

This Municipal Bidding Document (MBD) 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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.1) and 9(3) make provision for the promotion of local production and content.

1.2. Regulation 9(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.

1.5. A person awarded a contract in relation to a designated sector, may not subcontract 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.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:201x as follows:

\[
LC = 1 - \left(\frac{x}{y}\right) \times 100
\]

Where:

- \(x\) = imported content
- \(y\) = bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. “bid” includes advertised competitive bids, written price quotations or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);
2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the 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).

2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture</td>
<td>85%</td>
</tr>
<tr>
<td>Textile, clothing, leather and footwear</td>
<td>100%</td>
</tr>
<tr>
<td>Valves</td>
<td>70%</td>
</tr>
<tr>
<td>Steel pipes</td>
<td>80-100%</td>
</tr>
</tbody>
</table>

4. Does any portion of the services, works or goods offered have any imported content?

(TICK APPROPRIATE BOX)

| YES | NO |

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of Exchange</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pound</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sterling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 Municipality / Municipal Entity):

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

NB 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.

I, the undersigned, ............................................................... (full names), do hereby declare, in my capacity as .............................................................. of ........................................................................................................ (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

| Bid price, excluding VAT (y) | R __________________ 
| Imported content (x) | R __________________ 
| Stipulated minimum threshold for Local (paragraph 3 above) | __________________ 
| Local content % as calculated in terms of SATA 1286 | __________________ 

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

Tenderer ........................................................................................................................................

NB: Bidders must submit proof of the SARB rate(s) of exchange used.
## T2.1T DECLARATION OF TENDERER’ S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

1. This form serves as a declaration to be used by the Employer 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.

2. The tender of any Tenderer will be rejected if that Tenderer, or any of its directors have:
   
   a. abused the Municipality’s / Municipal entity’s supply chain management system or been guilty of any improper conduct in relation to such system;
   
   b. been convicted for fraud or corruption during the past five years;
   
   c. willfully neglected, reneged on or failed to comply with any government, Municipal or other public sector Contract during the past five years; or
   
   d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).

3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being disqualified.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUESTION</th>
<th>RESPONSE</th>
</tr>
</thead>
</table>
| 4.1  | Is the Tenderer or any of its directors listed on the National Treasurer’s database as a company or persons prohibited from doing business with the public sector? | (TICK APPROPRIATE BOX)  
Yes | No  
(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za)  
If so, furnish particulars: |
| 4.2  | Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? | (TICK APPROPRIATE BOX)  
Yes | No  
(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)  
If so, furnish particulars: |
4.3 Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?  

<table>
<thead>
<tr>
<th>(TICK APPROPRIATE BOX)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

If so, furnish particulars:

4.4 Was any Contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the Contract?  

<table>
<thead>
<tr>
<th>(TICK APPROPRIATE BOX)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

If so, furnish particulars:

4.5 Does the Tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?  

<table>
<thead>
<tr>
<th>(TICK APPROPRIATE BOX)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

If so, furnish particulars:

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  ..................................................
Tenderer  ..........................................................................................................................
T2.1U CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)

I, the undersigned, in submitting the accompanying bid:

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

(Bid Number and Description)

in response to the invitation for the bid made by:

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

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
* Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a Contract.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the Contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or will be reported to the National Prosecuting Authority (NPA) for criminal investigation and or will 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.

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 ........................................
Tenderer ........................................................................................................
T2.1V DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

   (TICK APPROPRIATE BOX)

   YES  NO

2. Indicate which approach shall be employed to achieve compliance with the Regulations.  

   (Tick)

   Own resources, competent in terms of the Regulations (refer to 3 below)

   Own resources, still to be hired and/or trained (until competency is achieved)

   Specialist subcontract resources (competent) - Specify:

   

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (SACP/CPMP Registration of Health and Safety Officer be attached):

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Registration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health and Safety Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Provide details of proposed training (if any) that will be undergone:

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

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

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

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

5. List potential key risks identified and measures for addressing risks:

   ................................................................................................................
6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 ...................................................
Tenderer .........................................................................
T2.1W DECLARATION OF INDEMNITY

I, ................................................................................................................., the undersigned, for and on behalf of .................................................. (hereinafter referred to as “the Tenderer”) hereby indemnify and safeguard the Sakhisizwe Municipality and its employees and agents against all action, suits, proceedings, claims, demands, costs and expenses whatsoever which may be instituted, brought or sent, or may be incurred or be payable by the council arising out of or in connection with any damage, death or injury caused or alleged to have been caused by or as a result of any act, omission by the Tenderer and/or the Tenderer’s employee or employees arising out of work done in connection with or arising out of this Tender and / or Contract.

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 ..................................................
Tenderer ..................................................................................................................
T2.1X CERTIFICATE OF TENDERER’S VISIT TO THE SITE

This is to certify that, I .................................................................

representative of (bidder) ..........................................................

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

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

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

of (address) .................................................................

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

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

Telephone number: .................................................................

Fax number: .................................................................

in the company of (Engineer’s representative) ..................................................

visited and examined the site on (date) ..................................................

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer’s Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

BIDDER’S REPRESENTATIVE: (Signature) .................................................................

(Name) .................................................................

ENGINEER’S REPRESENTATIVE: (Signature) .................................................................

(Name) .................................................................
T2.1Y DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I………………………………………………………………. declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Sakhisizwe Municipality.

SIGNATURE OF DECLARER .............................................. DATE ..............................................................

POSITION OF DECLARER ............................................. NAME OF COMPANY OF BIDDER

Should the bidder have, in the opinion of the Sa, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the Sakhisizwe may, in its sole discretion:

* Ignore any bids without advising the bidder thereof
* Cancel the contract without prejudice to any legal rights the Sakhisizwe may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Sakhisizwe and such bidder.
T2.2 RETURNABLE SCHEDULES REQUIRED FOR PREFERENCE SCORING PURPOSES
T2.2 RETURNABLE SCHEDULES FOR PREFERENCE SCORING PURPOSES (YELLOW)

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; or
   b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

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:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

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 quotations, 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 OR 90/10 PREFERENCE POINT SYSTEMS**

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

\[ P_{S} = 80 \left(1 - \frac{P_{t} - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_{S} = 90 \left(1 - \frac{P_{t} - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

\( P_{S} \) = Points scored for price of bid under consideration

\( P_{t} \) = Price of bid under consideration

\( P_{\text{min}} \) = 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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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 7.1 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)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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)
v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at last 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

☐ 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.

[CHECK 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-BEE 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. ..............................................

2. ..............................................

..............................................
SIGNATURE(S) OF BIDDERS(S)

DATE: ..............................................

ADDRESS ..............................................
<table>
<thead>
<tr>
<th>T2.2B</th>
<th>BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) CERTIFICATE (MBD6.1)</th>
</tr>
</thead>
</table>

Attach as part of your tender submission the documentation to be submitted with the tender in terms of returnable T2.2.1 Preference Points Claim Form for 80/20 Version (MBD6.1).

In the event of a Partnership / Joint Venture / Consortium, a consolidated BBBEE Verification Certificate must be submitted for the Partnership / Joint Venture / Consortium, failing which the Tenderer will score zero points for Preference.
T2.3 RETURNABLE SCHEDULES REQUIRED FOR FUNCTIONALITY SCORING PURPOSES
T2.3A FUNCTIONALITY SCORING

In accordance with Tender Data F3.11, Method 2: Functionality, Price and Preference will be used for the evaluation of tender offers. In accordance with F3.11.3 the following will apply:

1) Functionality will be scored by a minimum of three Bid Evaluation Committee members appointed by the Employer. The scores of each of the evaluators will be averaged to obtain the final score for quality.
2) All tenders that fail to achieve the minimum number of points for functionality as stated in clause F3.11 of the Tender Data will be rejected.
3) Tenders that have achieved the minimum qualification score for functionality will be evaluated further in terms of the preference points system as stated in clause F3.11.

The functionality criteria are:

1) Project Organogram (5 points)
2) Quality Management System (5 points)
3) Company Experience (40 points)
4) Key Personnel (30 points)
5) Financial References (Bank Rating) (20 points)

Functionality points for the Tenderer are scored as per the Functionality Scoring Schedule, the requirements of each criteria are described below. Failure to provide verifiable proof for the various criteria will result in a score of zero points for the particular criterion.

1. PROJECT ORGANOGRAM
   
   The Tenderer is to attach a project organogram of the key personnel the Tenderer intends employing on this contract to returnable schedule T2.3B.

2. QUALITY MANAGEMENT SYSTEM
   
   The Tenderer is to attach proof of a quality management system to returnable schedule T2.3C.

3. COMPANY EXPERIENCE IN CONTRACTS OF SIMILAR NATURE
   
   The Tenderer is to attach a record of completed contracts of a similar nature and value to returnable schedule T2.3D.

4. KEY PERSONNEL: QUALIFICATIONS AND EXPERIENCE
   
   The key personnel for this contract are as follows:

   4.1 Contracts Manager
       
       The Contracts Manager is the director / partner / member who takes ultimate responsibility for the contract.

   4.2 Construction Manager (Site Agent)
       
       The Construction Manager is the person to whom the Contractor has assigned the responsibility of contractual and on-site activities on behalf of the Contractor relating to the contract. The Construction Manager shall be solely dedicated to this contract and shall be on site at all times when work is being performed.

   4.3 General Foreman
The General Foreman is the person to whom the Contractor has assigned the responsibility of supervising the teams engaged in construction activities. The General Foreman shall be solely dedicated to this contract and shall be on site at all times when work is being performed.

4.4 Health and Safety Officer

The Health and Safety Officer is the person to whom the Contractor has assigned the responsibility of ensuring compliance with the Health and Safety Specification. The Health and Safety Officer shall be solely dedicated to this contract and shall be on site at all times when work is being performed.

4.5 SMME Manager

The SMME Manager is the person to whom the Contractor has assigned the responsibility of ensuring compliance with EME Management and Section C3.3 Targeted Enterprise Procurement.

*Note:*

- Key personnel must correspond to the project organogram Returnable T2.3.B.
- Should a substitution of any of the key personnel be allowed, only a person with the same or higher qualifications and experience will be accepted.

5. FINANCIAL REFERENCES

The Tenderer is to attach a letter from the bank at which he declares he conducts his account to returnable schedule T2.3J.

The contents of the bank’s letter must state the credit rating that it accords to the Tenderer for the business envisaged by this tender.
## FUNCTIONALITY SCORING SCHEDULE

### 1. Project Organogram
- Project organogram attached / acceptable: 5 /5
- No project organogram attached / not acceptable: 0

### 2. Quality Management System
- Valid ISO9001 quality management system: 5 /5
- Non-accredited quality management system in place for a minimum of 6 months: 2
- No Quality Management System / No proof of quality management system attached: 0

### 3. Company Experience in Contracts of Similar Nature
#### 3.1 Number of contracts completed in construction of residential water and sewer reticulation pipelines
- 5 or more contracts: 40 /40
- 3 – 4 contracts: 20
- 1 – 2 contracts: 10
- 0 contracts / No company track record attached to T2.3.4 / No Completion Certificate: 0

### 4. Key Personnel: Qualifications and Experience
#### 4.1.1 Contracts Manager - Built Environment Qualification
- BEng / BSc / BTech: 3 /3
- National Diploma: 2
- No qualification / No qualification(s) or CV attached to T2.3.5: 0

#### 4.1.2 Contracts Manager - Experience in Built Environment
- 10+ years: 3 /3
- 6 – 10 years: 2
- 3 – 5 years: 1
- 0 – 3 years / No experience / No CV attached to T2.3.5: 0

#### 4.2.1 Construction Manager (Site Agent) - Built Environment Qualification
- BEng / BSc / BTech: 3 /3
- National Diploma / N6: 2
- No Qualification / No qualification(s) or CV attached to T2.3.6: 0

#### 4.2.2 Construction Manager (Site Agent) - Experience in Built Environment
- 10+ years: 3 /3
- 6 – 10 years: 2
- 3 – 5 years: 1
- 0 – 3 years / No experience / No CV attached to T2.3.6: 0

#### 4.3.1 General Foreman - Experience in construction of residential water and sewer reticulation pipelines
- 10+ years: 6 /6
- 6 – 10 years: 4
- 3 – 5 years: 2
- 0 – 3 years / No experience / No CV attached to T2.3.7: 0

#### 4.4.1 Health and Safety Officer - SACPMP Registration
- SACPMP registered: 3 /3
- Not registered with SACPMP / No qualification(s) or CV attached to T2.3.8: 0

#### 4.4.2 Health and Safety Officer - Experience in Built Environment
- 10+ years: 3 /3
- 6 – 10 years: 2
- 3 – 5 years: 1
- 0 – 3 years / No experience / No CV attached to T2.3.8: 0

#### 4.5.1 SMME Manager - Built Environment Qualification
- BEng / BSc / BTech / National Diploma / N6: 3 /3
- No Qualification / No qualification(s) or CV attached to T2.3.9: 0

#### 4.5.2 SMME Manager - Experience in Built Environment
- 6+ years: 3 /3
- 4 – 6 years: 2
- 2 – 4 years: 1
- 0 – 2 years / No experience / No CV attached to T2.3.9: 0

### 5. Financial References (Bank Rating)
- Bank rating of A, B or C (10 points): 20 /20
- Bank rating of D, E, F, G or H / No bank letter attached to T2.3.10: 0

**TOTAL FUNCTIONALITY POINTS**

100
### T2.3B PERSONNEL SCHEDULE AND CONTRACT ORGANOGRAM

The Tenderer is to insert the number of personnel he proposes employing on this Contract and must attach to this page the organogram for the Contract of the personnel he intends using. Failure to submit the organogram will result in the Tenderer scoring zero for key personnel in both qualifications and experience.

<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>PERMANENT STAFF</th>
<th>TEMPORARY STAFF FROM LOCAL COMMUNITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Manager (Site Agent)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantity Surveyor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surveyors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foremen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Officers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bricklayers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Learner Bricklayers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steel fixers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Watchmen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gang Bosses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pipe Layers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labourers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* To be filled in by Tenderer

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

Tenderer  ..................................................................................................................
T2.3C QUALITY MANAGEMENT SYSTEMS

The Tenderer is to attach to this page a copy of their valid ISO9001 quality certificate or proof of other non-accredited quality management system that has been in place for a minimum of 6 months used by the Contractor.
The Tenderer shall attach hereto a Company Track Record of contracts of a similar nature. The Tenderer shall state details of the Contract as stipulated in the table below, as well as referee names, contact details and certificates of completion.

<table>
<thead>
<tr>
<th>EMPLOYER</th>
<th>CONSULTING ENGINEER</th>
<th>CONTRACT NO</th>
<th>NATURE OF WORK</th>
<th>TELEPHONE NUMBERS</th>
<th>CONTRACT VALUE</th>
<th>CONTRACT DURATION</th>
<th>YEAR COMPLETED</th>
</tr>
</thead>
</table>

T2.3D COMPANY TRACK RECORD
<table>
<thead>
<tr>
<th>EMPLOYER</th>
<th>CONSULTING ENGINEER</th>
<th>CONTRACT NO</th>
<th>NATURE OF WORK</th>
<th>TELEPHONE NUMBERS</th>
<th>CONTRACT VALUE</th>
<th>CONTRACT DURATION</th>
<th>YEAR COMPLETED</th>
</tr>
</thead>
</table>

Part T2 Returnable Documents
T2.3 Returnable Schedules for Functionality Scoring Purposes
T2.3E CV OF CONTRACTS MANAGER

The Tenderer hereby notifies the Employer that the Curriculum Vitae of the proposed Contracts Manager is as attached hereto including certified copies of qualifications and confirms that the proposed Contract’s Manager is currently employed by the Tenderer.

Should a substitution be allowed, only a person with the same or higher qualifications and experience will be accepted.

*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 .......................................... 
Tenderer ..........................................................................................................................
T2.3F CV OF SITE AGENT

The Tenderer hereby notifies the Employer that the Curriculum Vitae of the proposed Site Agent is as attached hereto including certified copies of qualifications and confirms that the proposed Site Agent is currently employed by the Tenderer.

The Site Agent is the person to whom the Contractor has assigned the responsibility of decision making and supervision on all matters relating to the on-site activities. He shall be committed to the project fulltime. Should a substitution be allowed, only a person with the same or higher qualifications and experience will be accepted.

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 ....................................................
Tenderer ..................................................................................................................................
The Tenderer hereby notifies the Employer that the Curriculum Vitae of the proposed General Foreman is as attached hereto including certified copies of qualifications and confirms that the proposed General Foreman is currently employed by the Tenderer.

Should a substitution be allowed, only a person with the same or higher qualifications and experience will be accepted.

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 ..................................................
Tenderer ....................................................................................................................................
### T2.3H CV OF HEALTH AND SAFETY OFFICER

The Tenderer hereby notifies the Employer that the Curriculum Vitae of the proposed Health and Safety Officer is as attached hereto including certified copies of qualifications and confirms that the proposed Health and Safety Officer is currently employed by the Tenderer. The Health and Safety Officer must be SACPCMP registered.

Should a substitution be allowed, only a person with the same or higher qualifications and experience will be accepted.

*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 ..................................................

Tenderer .................................................................................................................................
### T2.3I CV OF SMME MANAGER

```
is as attached hereto including certified copies of qualifications and confirms that the proposed SMME Manager is currently employed by the Tenderer.

Should a substitution be allowed, only a person with the same or higher qualifications and experience will be accepted.

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.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
T2.3J FINANCIAL REFERENCES

The Tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank’s letter must state the credit rating that it, in additional to the information required below, accords to the Tenderer for the business envisaged by this tender.

The Tenderers banking details as they appear below shall be completed.

In the event that the Tenderer is a joint venture enterprise, the same required details as specified above of all members of the joint venture shall be provided and attached to this form.

<table>
<thead>
<tr>
<th>DESCRIPTION OF BANK DETAIL</th>
<th>BANK DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Account Holder</td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Name of Bank</td>
<td></td>
</tr>
<tr>
<td>Branch Name</td>
<td></td>
</tr>
<tr>
<td>Branch Code</td>
<td></td>
</tr>
<tr>
<td>Bank Rating (Current)</td>
<td></td>
</tr>
<tr>
<td>Attach letter from Bank</td>
<td></td>
</tr>
<tr>
<td>Bank and Branch Contact Details</td>
<td></td>
</tr>
</tbody>
</table>

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 ...............................................  
Tenderer ........................................................................................................................
<table>
<thead>
<tr>
<th>C1</th>
<th>AGREEMENT AND CONTRACT DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1.1</td>
<td>FORM OF OFFER AND ACCEPTANCE</td>
</tr>
<tr>
<td>C1.2a</td>
<td>CONTRACT DATA (PART 1)</td>
</tr>
<tr>
<td>C1.2b</td>
<td>CONTRACT DATA (PART 2)</td>
</tr>
<tr>
<td>C1.3</td>
<td>FORM OF GUARANTEE (PRO FORMA)</td>
</tr>
<tr>
<td>C1.4</td>
<td>HEALTH AND SAFETY MANDATORY AGREEMENT</td>
</tr>
<tr>
<td>C1.5</td>
<td>DISCLOSURE STATEMENT (PRO FORMA)</td>
</tr>
<tr>
<td>C1.6</td>
<td>ADJUDICATION BOARD MEMBER AGREEMENT (PRO FORMA)</td>
</tr>
<tr>
<td>C1.7</td>
<td>CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)</td>
</tr>
</tbody>
</table>
C1.1 FORM OF OFFER AND ACCEPTANCE

1 OFFER

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

BID NO. R/EC/14011/16/18: CALIFORNIA ROADS AND STORMWATER INFRASTRUCTURE CALA: PHASE 1

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 authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.................................................................................................................................................................................. Rand (in words);

.................................................................................................................................................................................. (in figures)

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

For and on behalf of the Tenderer:

Signature(s) of authorized agent(s) .................................................................................................................. Date: ..........................................

Name(s) .........................................................................................................................................................

Capacity of authorized agents: .........................................................................................................................

Name and address of organization:

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

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

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

Witness:

Signature .................................................................................................................................................. Date: ..........................................

Name ...............................................................................................................................................................
2 ACCEPTANCE

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

The terms of the Contract are contained in:

Part C1 : Agreements and Contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the returnable 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 representative(s) of both parties.

The Tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the Employer’s Agent (whose details are given in the Contract data) to arrange the delivery of any securities, bonds, guarantees, proof 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 (5) working days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

For and on behalf of the Employer:

Signature(s) of authorized agent(s) .......................................................... Date: ..........................................................

Name(s) ........................................................................................................

Capacity of authorized agents: .................................................................

Name and address of organization:

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

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

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

Witness:

Signature .......................................................... Date: ..........................................................

Name ...........................................................................................................

Part C1 Agreement and Contract Data
C1.1 Form of Offer and Acceptance
3 SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A 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 agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the Contract, shall also be recorded here.

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

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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject ........................................................................................................................................
   Details ...........................................................................................................................................

2. Subject ........................................................................................................................................
   Details ...........................................................................................................................................

3. Subject ........................................................................................................................................
   Details ...........................................................................................................................................

4. Subject ........................................................................................................................................
   Details ...........................................................................................................................................

5. Subject ........................................................................................................................................
   Details ...........................................................................................................................................

By the duly authorized 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 returnable 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 and on behalf of the Tenderer:

Signature(s) of authorized agent(s) ................................................................. Date: .................................................................
Name(s) ............................................................................................................
Capacity of authorized agents: ...........................................................................
Name and address of organization:
......................................................................................................................
......................................................................................................................
......................................................................................................................
Witness:
Signature ........................................................................................................ Date: .................................................................
Name ..................................................................................................................

For and on behalf of the Employer:

Signature(s) of authorized agent(s) ................................................................. Date: .................................................................
Name(s) ............................................................................................................
Capacity of authorized agents: ...........................................................................
Name and address of organization:
......................................................................................................................
......................................................................................................................
......................................................................................................................
Witness:
Signature ........................................................................................................ Date: .................................................................
Name ..................................................................................................................
C1.2a CONTRACT DATA (PART 1)


Copies of these Conditions of Contract may be obtained at the Tenderer’s own cost from the SAICE (Tel: 011-805 5947).

PART 1: CONTRACT-SPECIFIC DATA PROVIDED BY THE EMPLOYER

The following Contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1.1.5</td>
<td>The Commencement Date shall be the date on which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations if applicable.</td>
</tr>
<tr>
<td>1.1.1.13</td>
<td>The Defects Liability Period is <strong>12 Months</strong>, measured from the date of the Certificate of Completion.</td>
</tr>
<tr>
<td>1.1.1.14</td>
<td>The time for achieving Practical Completion, calculated from the Commencement Date, is <strong>36 weeks</strong>.</td>
</tr>
<tr>
<td>1.1.1.15</td>
<td>The Employer is the Sakhisizwe Municipality.</td>
</tr>
<tr>
<td>1.1.1.16</td>
<td>The Employer’s Agent is Lukhozi Consulting Engineers represented by an employee duly authorised to do so.</td>
</tr>
<tr>
<td></td>
<td>Add the following to the clause:</td>
</tr>
<tr>
<td></td>
<td>Any reference to the term “Engineer” in this Contract shall mean “Employer’s Agent” and vice versa.</td>
</tr>
<tr>
<td>1.1.1.17</td>
<td>Add the following to the clause:</td>
</tr>
<tr>
<td></td>
<td>Any reference to the term “Engineer’s Representative” in this Contract shall mean “Employer’s Agent’s Representative” and vice versa.</td>
</tr>
<tr>
<td>1.1.1.26</td>
<td>The pricing strategy is Re-measurement.</td>
</tr>
<tr>
<td>1.2.1.2</td>
<td>The Employer’s address for receipt of communications and notices is:</td>
</tr>
<tr>
<td></td>
<td>The Municipal Manager</td>
</tr>
<tr>
<td></td>
<td>Sakhisizwe Municipality</td>
</tr>
<tr>
<td></td>
<td>5556 Mthatha Road</td>
</tr>
<tr>
<td></td>
<td>CALA</td>
</tr>
<tr>
<td></td>
<td>5460</td>
</tr>
<tr>
<td></td>
<td>Contact Person: Nothemba Ntlantsana</td>
</tr>
<tr>
<td></td>
<td>Tel: (047) 877 5200</td>
</tr>
<tr>
<td></td>
<td>Fax: (045) 877 0000</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:nntlantsana@sakhisizwe.gov.za">nntlantsana@sakhisizwe.gov.za</a></td>
</tr>
</tbody>
</table>

1.2.1.2 The Employer’s Agent’s address for receipt of communications and notices is:
Clause Description

Lukhozi Consulting Engineers
3A Griffith Street
QUEENSTOWN
5319

Contact Person: Duane Kennedy
Tel: (045) 839 2532
Email: d.kennedy@lukhozi.co.za

3.2.4 Add the following to the clause:
The Employer has appointed an independent Health and Safety Agent (HSA) on this Contract in terms of the Construction Regulations, 2014 as promulgated in terms of section 43 of the Occupational Health and Safety Act, 1993.
The Contractor shall prepare a Health and Safety Plan in accordance with the Site Specific Health and Safety Specification and submit such to the appointed HSA for legal compliance assessment and verification / approval prior to any works commencing.

3.2.5 Add the following additional sub-clause:
The Employer’s Agent shall have the authority to suspend, without any additional cost, portions of the Works if there are any acceptance test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.

4.3.1 Add the following to the clause:
The Contractor shall comply with the:

- Basic Conditions of Employment Act, Act No 75 of 1997;
- National Environmental Management Act, Act 107 of 1998;
- The Basic Conditions of Employment Act, Act No 75 of 1997;
- Occupational Health and Safety Act, Act No 85 of 1993;
- Construction Regulations 2014;
- Health and Safety Specification prepared by the Employer in terms of the Construction Regulations 2014;
- Any and all other relevant applicable laws, regulations, statutory provisions and agreements.

4.12.2 Notwithstanding the requirements of this clause, the Contractor’s appointed Construction Manager shall be solely dedicated to this contract and shall be on site at all times when work is being performed.

4.12.4 Add the following new sub-clause:
The Contractor shall submit a comprehensive progress report at least 24 hours prior to monthly site meetings. The progress report shall consist of at least the following documents on a monthly basis:

- Approved programme indicating the base programme, actual and planned percentage complete of each item including the “time now” line;
- A summary of the progress to date;
## Clause Description

- Updated realistic cash flow;
- Any delays encountered or anticipated, including rainfall statistics for the month;
- An information required schedule indicating any information or drawings required;
- Plant and Labour Report; and

Failure to submit the complete progress report will result in a fine of **R 10 000** being deducted from the next payment certificate by the Employers Agent.

### 5.3.1

The documentation required before Commencement of the Works are:

- Health and Safety Plan (Refer to clause 4.3)
- Initial Programme (Refer to clause 5.6)
- Security (Refer to clause 6.2)
- Insurance (Refer to clause 8.6)
- CV of Construction Manager (Refer to clause 4.12)
- Letter of Good Standing with the Civil Engineering Bargaining Council

### 5.3.2

The Contractor is required, within **14 days** of the Commencement Date, to submit the documents listed in Contract Data clause 5.3.1 to the Employer’s Agent for his approval.

### 5.1.1

Delete the words “between sunset and sunrise” in the first line and replace with “outside normal working hours”.

### 5.8.1

**Add the following to the clause:**

Normal working hours shall be those as stated in the applicable Sectoral Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00.

Non-working days are Saturdays and Sundays.

Special non-working days are:

- Public holidays;
- Election day of the local government elections and national elections (when applicable); and
- The official year-end holiday up to a maximum of 25 calendar days (including special non-working days).

### 5.8.1.5

**Add the following new sub-clause:**

The cost of supervision by the Employer’s Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor’s account.

### 5.12.2.2

**Add the following to the clause:**

The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and...
Clause Description

sunshine the allowances are:

- 3 working days per month for the months of April to October
- 2 working days per month for the months of November to March

If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer’s Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employer’s Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the Contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official Contract period as a whole.

The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.

5.12.2.4 Amend the clause to read as follows:

Any disruption which is entirely beyond the Contractor’s control except for internal (Contractor’s own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.

5.12.5 Add the following to the clause:

Critical Path Provision

A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer’s Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week of five normal working days, will be taken into account for the extension of time.

5.13.1 The penalty for failing to complete the Works is 0.04% of Contract Sum per day.

5.14.1 The requirements for Practical Completion are:

Sewers – All pipes, structures and erf connections are complete; the Employer’s Agent has been provided with all relevant test results including as-built levels and positions; the CCTV inspection footage and report have been received and approved by the Employer’s Agent; erven are able to connect to the erf connection; the sewer system can drain to the bulk sewer connection without damming or flooding.

Water – All pipes, structures and erf connections are complete; the Employer’s Agent has been provided with all relevant test results including as-built positions; erven are able to connect to the erf connection; all pipework has been disinfected; the water reticulation has been connected to the bulk water main.

5.16.3 The latent defect period is 10 years.

The latent defects period shall commence on the date of the Final Approval Certificate.

6.2.1 Replace the wording “as selected” in Clause 6.2.1 with “as stated”.

The security to be provided by the Contractor shall be a Fixed Performance
Clause | Description
--- | ---
 | Guarantee of 10% the Contract Sum.
The Fixed Performance Guarantee shall be from an Insurance Company or Financial Institution that is registered with the Financial Services Board in terms of the Financial Intelligence Centre Act.
The Fixed Performance Guarantee shall be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. Any other form of security including a Retention Money Guarantee is not permitted.
The wording of the Fixed Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee.
6.2.3 | Replace the entire contents of clause 6.2.3 with the following:
The Contractor shall ensure that the fixed performance guarantee remains valid and enforceable until the issue of the Certificate of Completion.
6.8.2 | The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:
The value of “x” is 0.10
The values of the coefficients are:
\[a = 0.25 \text{ [Labour]}\]
\[b = 0.25 \text{ [Contractor’s equipment]}\]
\[c = 0.35 \text{ [Material]}\]
\[d = 0.15 \text{ [Fuel]}\]
The urban area nearest the site is East London.
The indices for “L”, “P”, “M” and “F” are the following as published by Statistics South Africa.
“L” is the “Labour Index” and shall be the Consumer Price Index for the Eastern Cape, East London where the Site is located and as published in the Consumer Price Index Statistical Release P0141, Additional Tables, Table 14 of Statistics South Africa.
“P” is the “Plant Index” and shall be the Producer Price Index for Civil Engineering Plant as published in the Statistical Release P0151, Table 4 of Statistics South Africa.
“M” is the “Materials Index” and shall be the Producer Price Index for Building and Construction - Civil Engineering as published in the Statistical Release P0151, Table 3 of Statistics South Africa (Note – Table 4 is applicable to Concrete Works and Roads and Earthworks Projects).
“F” is the “Fuel Index” and shall be the Producer Price Index for Diesel at Wholesale Level for the Coast area as published in the Statistical Release P0151, Table 4 of Statistics South Africa.
The base month is the month prior to tender closing (September 2017).
6.8.3 | Price adjustments for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).
6.10.1.5 | The percentage advance on materials on site not yet built into the Permanent Works is 80%.
Clause Description

6.10.1.7 Add the following to sub-clause 6.10.1.7:

… or any other fines that become due under the Contract.

6.10.3 Replace the entire contents of Clause 6.10.3 with the following:

Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the “retention money”), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the “Limit of retention money” stated in the Contract Data.

The percentage retention shall be **10%** of payments due up to the “Limit of retention money” which shall be **5%** of the Contract Sum.

8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is zero Rand.

8.6.1.1.3 The limit of indemnity for liability insurance is **R10 million**.

9.2.1 Delete “or” at the end of Clause 9.2.1.3.7 and add the following three Clauses after Clause 9.2.1.3.8:

9.2.1.3.9 Has failed to provide the required insurances or fixed performance guarantee within the prescribed time;

9.2.1.3.10 Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or

9.2.1.3.11 Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.

10.3.2 Amicable settlement in terms of Clause 10.4 shall be followed for all disputes prior to referring any dispute to adjudication or arbitration. The parties may appoint an impartial third party to assist with the amicable settlement, but this is optional and is subject to written agreement between the parties.

10.5.1 Dispute resolution shall be by ad-hoc adjudication.

10.5.3 The number of Adjudication Board Members to be appointed is three (3).

10.7.1 The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.

Add the following additional clauses:

1. Details to be confidential

The Contractor shall treat the details of the Works in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

2. SMME Subcontractor(s) Involvement
Clause Description

A minimum of 15% of the value of the Contract shall be subcontracted to SMME’s as stated in Part C3: Scope of Works, Section C3.3: Procurement.

It shall remain the Contractor’s responsibility to ensure that this target percentage is attained.

No additional mark-up costs will be payable to the Contractor for work described above other than the tendered rates as enter by the Contractor in the bill of quantities.

3. Fine for Health and Safety and / or Environmental non-conformance / non-compliance

The Contractor shall be subject to a fine for health and safety and / or environmental non-conformances / non-compliances based on the outcome of the monthly audits as follows:

- The first finding of a non-conformance / non-compliance in an audit report is considered as a warning to the Contractor. The Contractor must affect the necessary changes to correct the non-conformance / non-compliance by the date of the following audit.
- The second finding of the same non-conformance / non-compliance in any of the succeeding audits are considered as an official non-conformance / non-compliance.
- The third finding of the same non-conformance / non-compliance in any of the succeeding audits are considered as a recurring non-conformance / non-compliance and the Contractor may be charged a fine of R 2 000 such non-conformance / non-compliance finding.
- Recurring non-conformances / non-compliances do not have to take place consecutively for the fine to be charged. The fine for recurring non-conformance / non-compliance findings will be increased as per the following formula: f(x) = R 2 000.00 x (x - 2) where (x) indicates the number of times the same non-conformance / non-compliance has been identified in the audit. The fine will be deducted from the contractors’ monthly payment certificates.

Example:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (per non-conformance finding)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First finding of non-conformance</td>
<td>(R 2 000.00) x (1 - 2) = R 0.00</td>
</tr>
<tr>
<td>Second finding of same non-conformance</td>
<td>(R 2 000.00) x (2 - 2) = R 0.00</td>
</tr>
<tr>
<td>Third finding of same non-conformance</td>
<td>(R 2 000.00) x (3 - 2) = R 2 000.00</td>
</tr>
<tr>
<td>Fourth finding of same non-conformance</td>
<td>(R 2 000.00) x (4 - 2) = R 4 000.00</td>
</tr>
<tr>
<td>Fifth finding of same non-conformance</td>
<td>(R 2 000.00) x (5 - 2) = R 6 000.00</td>
</tr>
</tbody>
</table>

4. Fine for poaching
<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Poaching of any wildlife and/or livestock by any means within the surrounding area of the Contract will not be tolerated. Furthermore, the Contractor will be fined R20 000.00 per offence. If the guilty individual is caught, he/she shall be permanently removed from the site with immediate effect.</td>
</tr>
</tbody>
</table>
### C1.2b CONTRACT DATA (PART 2)

#### PART 2: DATA PROVIDED BY THE CONTRACTOR

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1.1.9</td>
<td>The Contractor is: ………………………………………………………………………………..</td>
</tr>
<tr>
<td>1.2.1.2</td>
<td>The Contractor’s address for receipt of communications and notices is:</td>
</tr>
<tr>
<td></td>
<td>Telephone: ………………… Facsimile: ……………………………</td>
</tr>
<tr>
<td></td>
<td>Address (Postal): ………………… Address (Physical): …………………</td>
</tr>
<tr>
<td></td>
<td>…………………………………………………………………………………………………………..</td>
</tr>
</tbody>
</table>
| 6.5.1.2.3 | The percentage allowance to cover overhead charges is ……%.
| 6.8.3 | The Contractor is to list below any special materials on which any increase or decrease in price must be considered separately from the Contract Price Adjustment formula: |

<table>
<thead>
<tr>
<th>Type of Material</th>
<th>Unit</th>
<th>Rate or Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>……………………………</td>
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</tbody>
</table>

Part C1 Agreement and Contract Data  Page 111  C1.2 Contract Data (Yellow)
C1.3 FORM OF PERFORMANCE GUARANTEE (PRO FORMA)

PERFORMANCE GUARANTEE


GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:  

Physical address:  

“Employer” means:  

“Contractor” means:  

“Employer’s Agent” means:  

“Works” means:  

“Site” means:  

“Contract” means:  

The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means:  

Amount in words:  

“Guaranteed Sum” means:  

Amount in words:  

Type of Performance Guarantee:  Fixed

“Expiry Date” means:  Date of issue of the Certificate of Completion

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.

1. FIXED PERFORMANCE GUARANTEE

1.1. Where a fixed Performance Guarantee has been selected. The Guarantor’s liability shall be limited to the amount of the Guarantee Sum.

1.2. 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.
1.3. 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.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

2.1. The Guarantor hereby acknowledges that:

2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.

2.2. Subject to the Guarantor’s maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

2.2.1. A copy of a fist 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 3.2.2;

2.2.2. 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 3.2.1 and the sum certified has still not been paid;

2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

2.3. Subject to the Guarantor’s maximum liability referred to in 1.1 or 2.1, 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:

2.3.1. The Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 3.3; or

2.3.2. 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 3.3; and

2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.

2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor’s maximum liability in terms of 1.1 or 2.1

2.5. Where the Guarantor has made payment in terms of 3.3, 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 the Performance Guarantee shall bear interest at the prime overdraft rate by 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.

2.6. Payment by the Guarantor in terms of 3.2 or 3.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

2.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

2.8. 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 right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.

2.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's 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 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  CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

The Tenderer, (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) on:

The .............................................(day) of ........................................ (month) ........................................ (year)

At .........................................................................................................................................................(place)

It is hereby agreed that the official commencement date of the Contract will be:

The .............................................(day) of ........................................ (month) ........................................ (year)

For and on behalf of the Contractor:

Signature(s) of authorized agent(s) .......................................................... Date: .............................................

Name(s) ..........................................................

Capacity of authorized agent(s): ..........................................................

Witness:

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

(Name)

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

(Signature)
C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85 OF 1993)

THIS AGREEMENT made between: ...........................................................................................................................................

(hereinafter referred to as "the Employer") of the one part, herein represented by:
..............................................................................................................................................................................................................................................................................................................

in his capacity as ..............................................................................................................................................................................................................................................................................................................

AND:
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(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. In addition to the requirements of Clause 6.3 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.

5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

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

For and on behalf of the Employer:

Signature(s) of authorized agent(s) .................................................... Date: .....................................
Name(s) ..................................................................................
Capacity of authorized agents: ....................................................
Name and address of organization:
........................................................................
........................................................................
........................................................................

Witness:
Signature .................................................. Date: .....................................
Name ..........................................................

For and on behalf of the Mandatary:

Signature(s) of authorized agent(s) .................................................... Date: .....................................
Name(s) ..................................................................................
Capacity of authorized agents: ....................................................
Name and address of organization:
........................................................................
........................................................................
........................................................................

Witness:
Signature .................................................. Date: .....................................
Name ..........................................................
C1.5 Agreement in Terms of Section 37(2) of The Occupational Health and Safety Act
<table>
<thead>
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</tbody>
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### C2.1 PRICING INSTRUCTIONS

#### C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

**C2.1.1.1** The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 standardised specifications”.

**C2.1.1.2** Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.

A payment reference column is provided in the Bill of Quantities to assist the Tenderer when pricing this tender. Certain items may not have a payment reference and the onus is on the Tenderer to refer to the relevant specifications as stated above to ensure that the item is priced correctly. If in doubt the Tenderer shall preferably seek clarification or else qualify any assumptions made.

**C2.1.1.3** The clauses in a specification in which further information regarding the bill item can be obtained appear under “Reference clause” in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of bill items. Further information and specifications may be found elsewhere in the Contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.

**C2.1.1.4** Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Bill of Quantities has to be completed in black non-erasable ink and the Tenderer is referred to the Tender Specifications in regard to the correction of errors.

**C2.1.1.5** The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer’s Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

**C2.1.1.6** The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

**C2.1.1.7** A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.

**C2.1.1.8** Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
C2.1.1.9 All prices or rates inserted in the Bill of Quantities shall EXCLUDE VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.

C2.1.1.10 Arithmetical errors of responsive tenders will be corrected in terms of clause F3.9 of the Standard Conditions of Tender (Annexure F).

C2.1.1.11 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows:

- **mm** = millimetre
- **m** = metre
- **km** = kilometre
- **m²** = square metre
- **m³** = cubic metre
- **ha** = hectare
- **km³** = cubic metre-kilometre
- **ℓ** = litre
- **kℓ** = kilolitre
- **MPa** = Mega Pascal
- **%** = per cent
- **kW** = kilowatt
- **t** = ton (1 000 kg)
- **No.** = number
- **sum** = lump sum
- **MN** = MegaNewton
- **MN.m** = MegaNewton-metre
- **P C sum** = Prime Cost sum
- **Provisional sum** = Provisional sum
- **Prov sum** = Provisional sum

C2.1.1.12 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Employer’s Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.13 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

C2.1.1.14 The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule as detailed in Section C1.2 Contract Data (Part 1).

C2.1.1.15 The Bills of Quantities must be completed by the insertion of rates / prices in accordance with the instruction described in the items above. As this Contract is a re-measurable Contract and not a Lump Sum Contract, a blank bill of quantities with only a lump sum amount will not be accepted.

C2.1.1.16 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

C2.1.1.17 Correction of entries made by the Tenderer shall be in in terms of clause F2.11 of the Standard Conditions of Tender (Annexure F) as amended by the Tender Data.
## SECTION 1 : PRELIMINARY AND GENERAL

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**Total Carried Forward**
## SECTION 1: PRELIMINARY AND GENERAL

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<td>Excavate by hand in soft material to expose existing services as directed by the Engineer</td>
<td>m³</td>
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**TOTAL CARRIED FORWARD TO SUMMARY**
## SECTION 2: SITE CLEARANCE

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<td>Remove existing fence, including fence poles and store for re-use.</td>
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TOTAL CARRIED FORWARD TO SUMMARY

Part C2 : Pricing Data
### SECTION 3 : CABLE DUCTS

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<td>c) Hard rock excavation</td>
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<td>c) Excavate and dispose of unsuitable material from trench bottom (provisional)</td>
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<td>a) From other necessary excavations on site</td>
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<td>b) Provide selected material (G7) from commercial sources for backfiling of trenches across roadways</td>
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<td>b) Imported bedding material, where ordered</td>
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**TOTAL CARRIED FORWARD TO SUMMARY**
### SECTION 4: STORMWATER DRAINAGE

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<td>a) Clear vegetation and trees of girth up to 1m</td>
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<td>1275 mm wide trench for 675mm diameter pipes, for total trench depths:</td>
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<td>4.1.6</td>
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<td>Over 0,0 m and up to 1,0 m</td>
<td>m</td>
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<td>Rate Only</td>
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<td>4.1.7</td>
<td></td>
<td>Over 1,0 m and up to 2,0 m</td>
<td>m</td>
<td>265</td>
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<td>4.1.8</td>
<td></td>
<td>Over 2,0 m and up to 3,0 m</td>
<td>m</td>
<td>205</td>
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<tr>
<td>4.1.9</td>
<td></td>
<td>Over 2,0 m and up to 3,0 m</td>
<td>m</td>
<td>232</td>
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<td>4.1.10</td>
<td></td>
<td>Over 2,0 m and up to 3,0 m</td>
<td>m</td>
<td>85</td>
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<tr>
<td>4.1.11</td>
<td></td>
<td>1450mm wide trench for 825mm diameter pipes, for total trench depths:</td>
<td>m</td>
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<td>4.1.12</td>
<td></td>
<td>Over 0,0 m and up to 1,0 m</td>
<td>m</td>
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<td>4.1.13</td>
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<td>Over 2,0 m and up to 3,0 m</td>
<td>m</td>
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<tr>
<td>4.1.14</td>
<td></td>
<td>Over 0,0 m and up to 1,0 m</td>
<td>m</td>
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<td>Rate Only</td>
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<tr>
<td>4.1.15</td>
<td></td>
<td>8.3.2 b) Extra over items 4.1.4 to 4.1.14 for excavation in hard rock material (Prov)</td>
<td>m³</td>
<td>375</td>
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**TOTAL CARRIED FORWARD**

Part C2 : Pricing Data
BROAD FORWARD

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
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<th>RATE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>4.1.16</td>
<td>8.3.2</td>
<td>c) Excavate and dispose of unsuitable material from trench bottom (Provisional)</td>
<td>m³</td>
<td>375</td>
<td>375</td>
<td>1.41</td>
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4.2 EXCAVATION ANCILLARIES

Make up deficiency in backfill material: (Prov)

<table>
<thead>
<tr>
<th>4.2.1</th>
<th>8.3.3.1</th>
<th>a) From other necessary excavations on site</th>
<th>m³</th>
<th>110</th>
<th>110</th>
<th>4.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2.1</td>
<td>8.3.3.1</td>
<td>c) By importation from commercial or off-site sources selected by Contractor</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

| 4.2.2   |                                | Provide selected material (G7) from commercial sources for backfilling of trenches across or under roadways (Prov) | m³   | 440 | 440  | 1.80   |
| 4.2.3   | 8.3.3.3 | Compaction under roadway to 95% of MAMDD (or 100% in sand) | m³   | 440 | 440  | 1.80   |

4.3 SANS 1200 LB

BEDDING (PIPES)

8.2.1, Provision of bedding from trench excavation:

<table>
<thead>
<tr>
<th>4.3.1</th>
<th>Selected granular material</th>
<th>m³</th>
<th>32</th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>4.3.2</td>
<td>Selected fill material</td>
<td>m³</td>
<td>105</td>
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8.2.2 Supply only of bedding by importation:

8.2.1, From other necessary excavation (Prov):

<table>
<thead>
<tr>
<th>4.3.3</th>
<th>Selected granular material</th>
<th>m³</th>
<th>50</th>
<th></th>
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<tr>
<td>4.3.4</td>
<td>Selected fill material</td>
<td>m³</td>
<td>155</td>
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</table>

8.2.2.3 From commercial sources (Prov):

<table>
<thead>
<tr>
<th>4.3.5</th>
<th>Selected granular material</th>
<th>m³</th>
<th>235</th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>4.3.6</td>
<td>Selected fill material</td>
<td>m³</td>
<td>774</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.3.7 Crushed stone bedding (Prov.) | m³ | 30 |

4.4 SANS 1200 LE

STORMWATER PIPES

8.2.1 Supply, handle, lay, bed on class B bedding, concrete pipes with spigot and socket rubber ring joints:

<table>
<thead>
<tr>
<th>4.4.1</th>
<th>450 mm diameter, Class 100D</th>
<th>m</th>
<th>35</th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>4.4.2</td>
<td>675 mm diameter, Class 100D</td>
<td>m</td>
<td>470</td>
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<tr>
<td>4.4.3</td>
<td>750 mm diameter, Class 75D</td>
<td>m</td>
<td>232</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.4</td>
<td>825 mm diameter, Class 75D</td>
<td>m</td>
<td>85</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.5</td>
<td>1050 mm diameter, Class 75D</td>
<td>m</td>
<td>65</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL CARRIED FORWARD
## Section 4: Stormwater Drainage

### Item No | Payment | Description | Unit | QTY | Rate | Amount
--- | --- | --- | --- | --- | --- | ---
8.2.4 | Extra over item 4.4.1 to 4.4.5 for cutting end units on site:  
4.4.6 | Straight cut | No. | 25 |  
4.4.7 | Skew cut | No. | 5 |  
4.5 | 8.2.8 MANHOLES, KERB INLETS AND HEADWALLS  
Supply all materials for and construct manholes, complete with manhole covers as detailed on Dwg. No. 1577-STW-001:  
Manholes for pipes up to 600mm diameter:  
4.5.1 | Over 1.0 m and up to 2.0 m | No. |  | Rate Only |  
4.5.2 | Over 2.0 m and up to 3.0 m | No. |  | Rate Only |  
Manholes for pipes exceeding 600mm diameter:  
4.5.3 | Over 1.0 m and up to 2.0 m | No. | 2 |  
4.5.4 | Over 2.0 m and up to 3.0 m | No. | 4 |  
Supplemental materials for and construct kerb inlets, complete as detailed on Dwg. No. 1569-STW-001:  
i) Kerb inlet, Type A 2.4m long (2 units) - Unidirectional inflow for depths:  
4.5.5 | Over 0.0 m and up to 1.0 m | No. |  | Rate Only |  
4.5.6 | Over 1.0 m and up to 2.0 m | No. | 2 |  
4.5.7 | Over 2.0 m and up to 3.0 m | No. | 6 |  
Supply all materials for and construct headwalls, complete as detailed on Drg. No. 1577-STW-002:  
4.5.8 | On 1050 mm diameter pipes | No. | 1 |  
4.6 | CAPPING TO PIPE ENDS  
Construct single skin brick wall as temporary end cap to pipes for future connections  
4.6.1 | On 450 mm diameter pipe | No. | 3 |  

---

**Total Carried Forward**
## SECTION 4: STORMWATER DRAINAGE

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>SUBSOIL DRAINS (Prov)</strong></td>
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<td></td>
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<tr>
<td></td>
<td>SANS 1200 DB 8.3.2(a)</td>
<td>Excavate in all materials for 510 mm wide trenches, backfill, compact and dispose of surplus material for depths:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.6.2</td>
<td></td>
<td>Over 0.0 m and up to 1.5 m</td>
<td>m</td>
<td>300</td>
<td></td>
<td></td>
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<tr>
<td>4.6.3</td>
<td></td>
<td>Supply all materials and lay subsoil drain complete, as per Drg No. 1577-STW-002.</td>
<td>m</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.6.4</td>
<td></td>
<td>Construct subsoil drain rodding eye complete as detailed on Drg No. 1577-STW-002.</td>
<td>No.</td>
<td>4</td>
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**TOTAL CARRIED FORWARD TO SUMMARY**
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<th>ITEM NO</th>
<th>PAYMENT DETAILS</th>
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<th>UNIT</th>
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<th>RATE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>5.1</td>
<td>SANS 1200 DM</td>
<td>SECTION 6: ROADWORKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>EARTHWORKS (ROADS, SUB-GRADE)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1.1</td>
<td></td>
<td>8.3.3 Treatment of road-bed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a)</td>
<td>5.1.1.1 a) Road-bed preparation and compaction of material to minimum of 90% Mod AASHTO maximum dry density to a depth of 150mm.</td>
<td>m³</td>
<td>765</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b)</td>
<td>5.1.1.1 b) In-place treatment of road-bed in intermediate or hard rock by:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5.1.2</td>
<td></td>
<td>Ripping</td>
<td>m³</td>
<td>153</td>
<td></td>
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<tr>
<td>5.1.3</td>
<td></td>
<td>Blasting</td>
<td>m³</td>
<td>153</td>
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<td>5.1.4</td>
<td></td>
<td>8.3.4 Cut or borrow to fill</td>
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<td>5.1.5</td>
<td></td>
<td>8.3.4 Cut or borrow to fill</td>
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<td></td>
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<tr>
<td>5.1.10</td>
<td></td>
<td>8.3.6 Extra-over item 5.1.4 to 5.1.7 inclusive for excavation and breaking down material in hard rock (Provisional):</td>
<td>m³</td>
<td>200</td>
<td></td>
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<tr>
<td>5.1.11</td>
<td></td>
<td>8.3.7 Cut to spoil or stockpile from:</td>
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<tr>
<td>5.1.12</td>
<td></td>
<td>5.2 SANS 1200 ME SUBBASE</td>
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<tr>
<td>5.2.1</td>
<td></td>
<td>8.3.3 Supply and construct 150 mm thick subbase layer with C4 cement stabilised material from commercial sources, compacted to 98% of modified AASHTO maximum dry density.</td>
<td>m³</td>
<td>800</td>
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| TOTAL CARRIED FORWARD |

Part C2 : Pricing Data
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<tr>
<td>5.3</td>
<td>SABS</td>
<td>SEGMENTED PAVING</td>
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<tr>
<td>5.3.1</td>
<td>1200 MJ</td>
<td>Supply and place of 80 mm thick Type SC paving complete on 25mm thick sand bedding for roads.</td>
<td>m²</td>
<td>5,150</td>
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<tr>
<td>5.3.2</td>
<td></td>
<td>Cutting units to fit edge restraints for roads</td>
<td>m</td>
<td>1,467</td>
<td></td>
<td></td>
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<tr>
<td>5.4</td>
<td>SANS</td>
<td>KERBING AND CHANNELLING</td>
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<tr>
<td>5.4.1</td>
<td>1200 MK</td>
<td>Precast concrete kerb SABS 927 Fig.4 barrier kerb laid on 15 MPa concrete bedding:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5.4.2</td>
<td></td>
<td>i) Laid on curves of radius over 1,0m up to and including 4m.</td>
<td>m</td>
<td>Rate Only</td>
<td></td>
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<tr>
<td>5.4.3</td>
<td></td>
<td>ii) Laid on curves of radius over 4.0m up to and including 20m.</td>
<td>m</td>
<td>160</td>
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<tr>
<td>5.4.4</td>
<td></td>
<td>iii) Laid on straights and curves over 20m radius</td>
<td>m</td>
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<tr>
<td>8.2.1</td>
<td></td>
<td>Precast concrete kerb SABS 927 Fig.13 channel laid on 15 MPa concrete bedding:</td>
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<tr>
<td>5.4.5</td>
<td></td>
<td>i) Laid on curves of radius over 1,0m up to and including 4m.</td>
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<td>Rate Only</td>
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<tr>
<td>5.4.6</td>
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<td>ii) Laid on curves of radius over 4.0m up to and including 20m.</td>
<td>m</td>
<td>80</td>
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<tr>
<td>5.4.7</td>
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<td>iii) Laid on straights and curves over 20m radius</td>
<td>m</td>
<td>Rate Only</td>
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<tr>
<td>8.2.2</td>
<td></td>
<td>Precast concrete kerb SABS 927 Fig.8 rollover kerb with channel laid on 15 MPa concrete bedding:</td>
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<tr>
<td>5.4.8</td>
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<td>i) Laid on curves of radius over 1,0m up to and including 4m.</td>
<td>m</td>
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<td>5.4.9</td>
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<td>ii) Laid on curves of radius over 4.0m up to and including 20m.</td>
<td>m</td>
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<tr>
<td>5.4.10</td>
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<td>iii) Laid on straights and curves over 20m radius</td>
<td>m</td>
<td>660</td>
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<tr>
<td>8.2.2</td>
<td></td>
<td>Precast edging kerb SABS 927 Fig.8 laid on 15 MPa concrete bedding:</td>
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<tr>
<td>5.4.11</td>
<td></td>
<td>i) Laid on curves of radius over 1,0m up to and including 4m.</td>
<td>m</td>
<td>Rate Only</td>
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## CALFONIA ROADS AND STORMWATER INFRASTRUCTURE

### ROAD 1 (SV 0 - SV 720)

#### BILL OF QUANTITIES

### SECTION 6 : ROADWORKS

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td><strong>BROUGHT FORWARD</strong></td>
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<tr>
<td>5.4.12</td>
<td>ii) Laid on curves of radius over 4.0m up to and including 20m.</td>
<td>m</td>
<td></td>
<td></td>
<td>Rate Only</td>
<td></td>
</tr>
<tr>
<td>5.4.13</td>
<td>iii) Laid on straights and curves over 20m radius</td>
<td>m</td>
<td>610</td>
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#### Ancillaries

**Extra over items 5.4.1 to 5.4.13 for kerb and channel transitions and specials either precast or cast-in-situ using 25 MPa concrete**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>5.4.14</td>
<td>Transition from barrier kerb (Fig.4) and channel to rollover kerb (Fig.8) and channel, 2m long.</td>
<td>No.</td>
<td>2</td>
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<tr>
<td>5.4.15</td>
<td>Transition from barrier kerb (Fig.4) and channel to rollover kerb (Fig.8), 2m long.</td>
<td>No.</td>
<td>2</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5.4.16</td>
<td>Transition from rollover kerb (Fig 8) with channel to barrier kerb (Fig 3) and channel, 2 m long.</td>
<td>No.</td>
<td>6</td>
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<tr>
<td>5.4.17</td>
<td>Transition from rollover kerb and channel to Fig.3 kerb and depressed gutter, 2.0 m long.</td>
<td>No.</td>
<td>6</td>
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</tr>
<tr>
<td>5.4.18</td>
<td>Fig 3 kerb and depressed gutter, 3 m long.</td>
<td>No.</td>
<td>6</td>
<td></td>
<td></td>
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<tr>
<td>5.4.19</td>
<td>Transition from Fig.3 kerb and depressed gutter to kerb inlet, 1.0 m long.</td>
<td>No.</td>
<td>12</td>
<td></td>
<td></td>
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<tr>
<td>5.4.20</td>
<td>Supply, place and compact to 90% MAMDD selected fill behind kerbs to form verges</td>
<td>m³</td>
<td>200</td>
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<td></td>
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### PEDESTRIAN SLOPES

<table>
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<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.5.1</td>
<td>Construct pedestrian slopes complete as detailed on Drg no. 1569-RDS-004, including bubble paving blocks, bedding sand, concrete, formwork.</td>
<td>No.</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5.2</td>
<td>Construct 75 mm thick G6 subbase layer with material imported from commercial sources, compacted to 95% of MAMDD, for use under pedestrian slopes.</td>
<td>m³</td>
<td>3</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5.5.3</td>
<td>Construct 150mm thick G7 selected layer with material imported from commercial sources, compacted to 95% of MAMDD (or 100% in sand), for use under pedestrian slopes.</td>
<td>m³</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CARRIED FORWARD**

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Part C2 : Pricing Data
## Section 6: Roadworks

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<thead>
<tr>
<th>ITEM NO</th>
<th>PAYMENT</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.6</td>
<td>SABS</td>
<td>ANCILLARY ROADWORKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.3.6</td>
<td></td>
<td>Permanent traffic signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.3.1</td>
<td></td>
<td>Sign faces with painted symbols, characters and borders on 1.6 mm thick Chromadek galvanised steel plate (Type G275):</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5.6.1</td>
<td></td>
<td>Type R1 (Stop sign) 600 mm diameter</td>
<td>No.</td>
<td>5</td>
<td></td>
<td></td>
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<tr>
<td>5.6.2</td>
<td></td>
<td>Type R201 (Speed limit)</td>
<td>No.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.3.3</td>
<td></td>
<td>Sign supports:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.6.3</td>
<td></td>
<td>Creosoted timber 125 mm diameter</td>
<td>m</td>
<td>21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.6.4</td>
<td>8.3.4</td>
<td>Excavation and backfill for sign supports</td>
<td>m³</td>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>5.6.5</td>
<td></td>
<td>Extra-over item 5.6.9 for soil-cement backfill (1:12 cement/soil mixture)</td>
<td>m³</td>
<td>3</td>
<td></td>
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<tr>
<td>8.4.1</td>
<td></td>
<td>Road markings</td>
<td></td>
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<tr>
<td>8.4.1</td>
<td>MM8.4.1</td>
<td>Non-reflectorized paint applied at 0.42 l/m²:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5.6.6</td>
<td></td>
<td>Painting of broken or unbroken white or yellow lines to a width of:</td>
<td>m</td>
<td>720</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.6.7</td>
<td>8.4.1</td>
<td>Painting of white or yellow characters and symbols</td>
<td>m²</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL CARRIED FORWARD TO SUMMARY
### C2.3 SUMMARY OF BILL OF QUANTITIES

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PRELIMINARY AND GENERAL</td>
<td>R</td>
</tr>
<tr>
<td>2</td>
<td>SITE CLEARANCE</td>
<td>R</td>
</tr>
<tr>
<td>3</td>
<td>CABLE DUCTS</td>
<td>R</td>
</tr>
<tr>
<td>4</td>
<td>STORMWATER DRAINAGE</td>
<td>R</td>
</tr>
<tr>
<td>5</td>
<td>N/A</td>
<td>-</td>
</tr>
<tr>
<td>6</td>
<td>ROADWORKS</td>
<td>R</td>
</tr>
</tbody>
</table>

**TOTAL OF PRICED ITEMS**  
R

**ALLOWANCE FOR CONTINGENCIES (10% of Priced Items)**  
R

**ALLOWANCE FOR ESCALATION (5% of Priced Items)**  
R

**NET CONTRACT PRICE**  
R

**VALUE ADDED TAX (14% of Net Contract Price)**  
R

**CONTRACT SUM (Carried to C1.1 Form of Offer)**  
R
## C3 SCOPE OF WORKS

C3.1 DESCRIPTION OF THE WORKS
C3.2 ENGINEERING
C3.3 PROCUREMENT
C3.4 CONSTRUCTION
C3.5 MANAGEMENT
C3.6 VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATION
C3.7 HEALTH AND SAFETY REQUIREMENTS
C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER’S OBJECTIVES

The Employer’s objective is to upgrade the existing gravel roads, water and storm water infrastructure in Cala (Ward 5). The refurbishment of this infrastructure will take place over four phases. This contract deals with Phase 1.

C3.1.2 OVERVIEW OF THE WORKS

This contract comprises the upgrading of ± 1.0 km of existing gravel roads and storm water infrastructure to paved roads with 80mm pavers.

C3.1.3 EXTENT OF THE WORKS

This contract includes:

- Rip, shape and compact ± 1.0 km of existing gravel roads.
- The construction of ± 1.0 km of paved roads with 80mm pavers.
- The construction of storm water drainage.

C3.1.4 LOCATION OF WORKS

The site is situated in Cala, Eastern Cape (Latitude 31°32’16.02"S, Longitude 27°41’18.44”E).

Access to the site is via existing gravel roads.

Refer to Annexure A for a Locality Plan

C3.1.5 TEMPORARY WORKS

C3.1.5.1 Other Services (i.e. Telkom, Electricity, etc.)

The Contractor shall ensure that the position of all existing services affected by the Works have been verified before construction works commences and should it be necessary to lower or relocate any service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to advise the Employer’s Agent accordingly.

C3.1.5.2 Survey Beacons and Benchmarks

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Information regarding the position of all such pegs will be made available to the Contractor by the Employer’s Agent.

The Contractor is to ensure that no spoil is placed over erf pegs or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs are unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Employer’s Agent or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.
C3.1.5.3 Protection of Existing Works

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request in writing from the Employer's Agent the latest available drawings showing the location of services already installed. The Contractor will also be responsible for contacting the various service providers, arranging a meeting and verifying all known as well as possible unknown services on site.

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for damage for which repairs have to be carried out by the Employer or an outside Authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate. The Employer will attend to the payment of monies due to outside authorities, should the Contractor not make direct payment, to the outside authorities, timeously.

C3.1.5.4 Tidying up of the Works

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work set out above.

***********************
C3.2 ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

The Employer is responsible for the design of the Permanent Works.

The Contractor is responsible for the design of the Temporary Works.

Works designed by, per design stage:

- Concept, feasibility and overall process: Employer
- Basic engineering and detail layout to tender stage: Employer
- Final design to approved for construction stage: Employer
- Temporary works: Contractor
- Preparation of as-built drawings: Contractor

C3.2.2 EMPLOYER’S DESIGN

The entire Permanent Works have been designed by the Employer's Agent.

C3.2.3 DESIGN BRIEF

There are no permanent works that need to be designed by the Contractor.

C3.2.4 DRAWINGS

The drawings listed below are included in this document.

<table>
<thead>
<tr>
<th>DRAWING NO</th>
<th>DESCRIPTION</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1577-RDS-001</td>
<td>Roads and Stormwater Layout and Longitudinal Section – Sheet 1</td>
<td>A0</td>
</tr>
<tr>
<td>1577-RDS-002</td>
<td>Roads and Stormwater Layout and Longitudinal Section – Sheet 2</td>
<td>A0</td>
</tr>
<tr>
<td>1577-RDS-003</td>
<td>Roads and Stormwater Layout and Longitudinal Section – Sheet 3</td>
<td>A0</td>
</tr>
<tr>
<td>1577-RDS-TD-001</td>
<td>Typical Road Details</td>
<td>A0</td>
</tr>
<tr>
<td>1577-STW-TD-001</td>
<td>Typical Stormwater Details – Sheet 1</td>
<td>A0</td>
</tr>
<tr>
<td>1577-STW-TD-002</td>
<td>Typical Stormwater Details – Sheet 2</td>
<td>A0</td>
</tr>
</tbody>
</table>

Additional construction drawings will be issued to the Contractor by the Employer’s Agent / Employer on the commencement date and from time to time as required.

C3.2.5 DESIGN PROCEDURES

The Contractor shall take all statutory requirements, as well as the Health and Safety Specification into consideration when designing any and all Temporary Works.

***************
C3.3 TARGETED ENTERPRISE PROCUREMENT

C3.3.1 OBJECTIVE

The objective of the Targeted Enterprise procurement procedure is to provide economic opportunities and to develop the capacity of Targeted Enterprises in the Target area.

The requirements of the Targeted Enterprise procurement procedure apply only to:

   a) Construction works contracts in the Civil Engineering (CE) classes of construction works; and
   b) Construction works contracts of an estimated minimum contract duration of nine (9) months; and
   c) Construction works contracts where the Contract Sum, as per the Form of Offer and Acceptance, exceeds R 5,0 million; and
   d) Construction works contracts in which at least 15% of the Contract Sum should be subcontracted to SMME’s in the following CIDB class of construction works:

      (i) Civil Engineering (CE); (Grade 1 & Grade 2)

C3.3.2 SCOPE

This specification relates to the Contractor’s implementation of the Targeted Enterprises procurement policy. These specifications should be read in conjunction with the various national standard, statutes and legislation that relate to targeted procurement, small businesses and Broad-Based Black Economic Empowerment including inter alia the following:

   b) Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);
   c) Public Finance Management Act, 1999 (Act No 1 of 1999);
   d) Municipal Finance Management Act, 2003 (Act No 56 of 2003);
   e) Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000);
   f) Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
   g) Construction Industry Development Board Act, 2000 (Act No 38 of 2000) and Regulations;
   h) National Small Business Amendment Act, 2003 (Act No 26 of 2003);
   i) BBBEE Construction Charter
   j) SANS 1914-1 : 2002 Targeted Construction Procurement
   k) SANS 10845-1, Construction procurement – Part 1 Processes, methods and procedures;
   l) SANS 10845-2, Construction procurement – Part 2 Formatting and compilation of procurement documentation;
   m) SANS 10845-3, Construction procurement – Part 3 Standard conditions of tender;
   n) SANS 10845-4, Construction procurement – Part 4 Standard conditions for the calling for expressions of interest; and
C3.3.3 DEFINITIONS

For the purposes of the requirements in respect of the participation of Targeted Enterprises, the following definitions shall apply:

“Target area” means the geographical area within the Sakhisizwe Municipality boundaries.

“Targeted Enterprise” means any sole trader, partnership, company or closed corporation subcontractor which shall:

a) Be registered with the Construction Industry Development Board with a contractor grading designation up to and including 5 in a relevant class of construction work, i.e. CE;

b) Be registered in terms of the Companies Act (71 of 2008) or Close Corporation Act (69 of 1984);

c) Be a small, very small or micro Enterprise, as defined for the Construction Sector in terms of the national Small Business Amendment Act, 2004 (Act No 29 of 2004).

d) Be registered and in good standing with the South African Revenue Service and in possession of a valid Tax Clearance Certificate;

e) Have its base of operations (head office is registered) in the target area;

f) Have a valid Municipal Rates Clearance Certificate;

g) Have a valid Letter of Good Standing from the Compensation Commissioner;

h) Employ at least three permanent employees other than the owner;

i) Be 50% or more black owned or 30% or more black women owned; and

j) Not have an equity holding in the hands of the Main Contractor exceeding 20% in the enterprise, either directly or through a flow through calculation.

“Targeted Enterprise Committee” the Targeted Enterprise Committee will be selected after the award of the main contract and its members shall consist of:

a) The Contractor, or his/her representative;

b) The Employer’s Agent, or his/her representative;

c) The Employer, or his/her representative; and

d) Social Facilitator (where applicable).

“Targeted Enterprises contract participation goal (CPGₚₑ)” means the value of material supplies, services or works (exclusive of VAT), for which the Contractor contracts Targeted Enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“Value of the contract” means the Contract Sum (accepted contract amount at the award of the contract from the form of Offer and Acceptance) exclusive of the preliminary and general section of the bill of quantities, provisional allowances, escalation, contingencies and VAT.

C3.3.4 TARGETED ENTERPRISES CONTRACT PARTICIPATION GOAL

It is a requirement of this contract that Targeted Enterprises located (head office registered) within the target area be engaged by the Contractor for the provision of materials, services or works necessary for the performance of this contract.

To this end, a minimum Targeted Enterprise contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum Targeted Enterprises contract participation goal (CPGₑ) is 15 %
The Contractor shall engage Targeted Enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract (as defined), is sufficient to achieve the specified minimum $CPG_E$.

C3.3.4.1 Achieving The Targeted Enterprises Contract Participation Goal

The Contractor may achieve the specified minimum $CPG_E$ as follows:

a) by virtue of his own Targeted Enterprise status;

b) by engaging one or more Targeted Enterprises to perform commercially useful functions, including supplier materials, hire of equipment, etc. in the performance of the contract;

c) by engaging non-Targeted Enterprises (subcontractors other than TEs), who in turn engage one or more Targeted Enterprises to perform commercially useful functions in the performance of the contract;

d) by a combination of the above.

The Contractor shall, within 14 days of being requested by the Employer’s Agent to do so, submit details of his CPG Plan to achieve the minimum $CPG_E$. The CPG plan shall comply with the minimum requirements indicated in Annex B of SANS 1914-2002. If no such request is received, the CPG Plan shall be submitted before submitting the first monthly statement and before submitting the pre-qualification tender document for approval.

C3.3.4.2 Targeted Enterprises Contract Participation Goal Credits

Credits towards achieving the minimum $CPG_E$ shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor’s sub-contractors, and Targeted Enterprises, other than Targeted Enterprises which are suppliers of materials, to a percentage of the value of the contract.

Credits will be limited to 50% of the expenditure on supplies required for the contract, which are obtained from suppliers who are Targeted Enterprises, subject to the condition that such Targeted Enterprises do not subcontract more than 15% of the value of their contribution to non-targeted enterprises.

No credits will be granted should the Contractor (or sub-contractors):

a) make direct payment to third parties in connection with the contract on behalf of Targeted Enterprises, when such payment is recovered by making deductions from payments due to the Targeted Enterprises;

b) fail to enter into written contractual agreements with the relevant Targeted Enterprises.

Credits claimed towards the Contract Participation Goal will be denied where such written contractual agreements contain any of the following:

a) conditions which are more onerous than those that exist in the main contract (this contract);

b) payment procedures based on a pay when paid system;

c) authoritarian rights given to the main contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of Targeted Enterprises that that do not adhere to statutory labour practices.
Subcontracting by Targeted Enterprises is strongly discouraged, and will be permitted only if a valid motivation is approved by the Targeted Enterprise Committee.

In the event that a Targeted Enterprise subcontracts to another Targeted Enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG \(_E\).

**C3.3.4.3 Penalties**

In the event that the Contractor fails to substantiate that any failure to achieve the contract participation goal was due to:

a) quantitative underruns;

b) the elimination of items contracted to Targeted Enterprises; or

c) any other reason beyond the Contractor’s control which may be acceptable to the Employer;

the financial penalty to be applied is as follows:

\[
Penalty = \left( A \times CPG_E^S - CPG_E^A \right) \times P
\]

Where:

- \( A \) = elapsed time, expressed as a percentage of the original contract period, up to a maximum of 100%.
- \( CPG_E^S \) = the specified minimum Targeted Enterprise contract participation goal (expressed as a percentage).
- \( CPG_E^A \) = the Targeted Enterprises contract participation goal achieved (expressed as a percentage).
- \( P \) = the value of the contract.

Penalties will be calculated and deducted in each monthly payment certificate, on a cumulative basis, up to a maximum of 10% of the value of the contract, as defined.

**C3.3.5 TARGETED ENTERPRISES PROCUREMENT**

The procurement of Targeted Enterprises shall be conducted in two phases. The first phase shall be a pre-qualification phase and the second phase the tender phase. Tenders shall be deemed to include quotations.

**C3.3.5.1 Compilation of Tender Documents**

The Contractor shall compile the tender documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to the use and development of the Targeted Enterprises, as are stated in, or as may reasonably be inferred from the conditions of this contract.

The Contractor shall be responsible for the compilation of each subcontract agreement and for ensuring that the terms and conditions are consistent with all requirements, as are specified in or reasonably to be inferred from the provisions of this contract.

a) Disclaimer

Nothing contained in the specification shall be deemed to constitute or imply any warranty given by the Contractor to any party that any Targeted Enterprises to whom a subcontract is awarded in accordance with the provisions of the specification:

(i) can or will actually achieve the successful execution and completion of the subcontractor; nor

(ii) will not suffer losses or damages as a result of the acceptance of his tender.
b) Scope of work for subcontracts

In determining the scope of work to be included in any particular subcontract, the Contractor shall be responsible for the identification of the:

(i) scope and nature of the work to be executed by Targeted Enterprises;
(ii) total number of subcontracts to be let;
(iii) the number of subcontracts applicable to each grade of subcontractor;
(iv) scheduling of the time when subcontracts will be let;
(v) limitation, if any, of how many subcontracts may be awarded to the same tenderer on the same contract.

c) Types of subcontracts

The following types of subcontracts may be let to Targeted Enterprises:

(i) material supplies; or
(ii) equipment hire; or
(iii) full or part service for a specific work package; or
(iv) labour only.

d) Target tender amount

(i) The total tender amount of all the subcontracts shall be as stated in C3.3.4.
(ii) The tender amount for each subcontract shall comply with the CIDB prescripts relating to the CIDB grading of each Targeted Enterprise.

C3.3.5.2 Pre-qualification of Targeted Enterprises

The purpose of the pre-qualification stage is for the Contractor to identify and shortlist eligible Targeted Enterprises for each work package. The Employer’s Agent will supply a pro-forma of the pre-qualification document to the Targeted Enterprise Committee for approval.

The Contractor shall be responsible for advertising the pre-qualification tenders publicly within the target area. The tender notice shall be displayed in prominent public places, distributed to the general public, published in the local press, and communicated by all other means as may be appropriate under the circumstances.

The pre-qualification tenders shall clearly state the following:

a) applicable conditions pertaining to the tenders;
b) eligibility criteria (C3.3.2);
c) nature and scope of the work packages; and
d) date, time and place where the prequalification tender documents may be obtained.

The Contractor shall evaluate all pre-qualifying tenders and table a pre-qualification tender evaluation report at a Targeted Enterprise Committee meeting, indicating which tenders qualify and which do not, providing reasons for each non-qualifying tender.

The Targeted Enterprises Committee will decide which prospective tenders qualify, according to the information supplied and the eligibility criteria stipulated in the pre-qualification tender documentation.
C3.3.5.3 Tender process for Targeted Enterprises

a) Tender invitation

All Targeted Enterprises which successfully completed the pre-qualification process, shall be invited to tender for the work packages as specified. Letters of regret shall be sent to each unsuccessful Tenderer, providing reasons why their tender did not qualify.

The invitations shall clearly state the following:

(i) date, time and place where the tender documents may be obtained; and
(ii) date, time and place of clarification meeting.

b) Clarification Meeting

The Contractor shall be responsible for ensuring that the prospective Targeted Enterprises are fully trained on the following:

(i) Scope and extent of the works included in each work package;
(ii) failure to submit any outstanding eligibility documentation by the due date will lead to their tender being declared non-responsive;
(iii) implications of the liabilities and responsibilities inherent in the subcontract into which the Targeted Enterprise proposes entering;
(iv) implications of the tendered rates;
(v) methodology for the determination (calculation) of reasonable rates that will cover costs and allow reasonable profit;
(vi) proper procedures for the submission of the tender; and
(vii) procedures and basis on which tenders will be evaluated and the subcontracts awarded.

Each Targeted Enterprise shall sign a disclaimer pre-prepared by the Contractor, stating that they have attended the clarification meeting, they understand each of the conditions of tender, they understand the training provided, and they agree to comply with the conditions.

c) Issue of tender documents

The tender documents shall be issued by the Contractor at the clarification meeting.

d) Tender closure

Tenders shall close at the stipulated date and time, and be deposited in a proper tender box at the Contractor’s site office. Tenders shall be opened in public in the presence of the Employer's Agent and Contractor.

e) Tender evaluation

The Contractor shall evaluate all tenders in accordance with SANS 10845 and the CIDB prescripts.

The Contractor shall prepare and present a tender evaluation report, complete with recommendations, to the Targeted Enterprise Committee for its approval prior to entering into written contractual agreements with Targeted Enterprises.

In the event that a tenderer’s offer and / or rates are unreasonably low or high, the Contractor shall attempt to negotiate acceptable rates with the tenderer.
f) Award of contract

Upon the approval of the Contractor’s recommendations in the Tender Evaluation Report by the Targeted Enterprise Committee, the Contractor shall:

(i) notify the successful Target Enterprises, instructing them to submit any outstanding eligibility documentation within 14 days, if necessary. Should the outstanding documentation not be submitted by the due date then the Targeted Enterprise shall be declared non-responsive;

(ii) notify unsuccessful Targeted Enterprises of the names of the successful tenderers, providing reasons why their tender was unsuccessful, and allowing seven (7) days for the unsuccessful tenderers to submit written objections; and

(iii) prepare and sign contract agreements with the successful tenderers when the notice period has elapsed without objection.

C3.3.6 SUBCONTRACT FORMAT AND REQUIREMENTS

The Contractor shall enter into written contractual agreements with all the Targeted Enterprises. The Contractor shall be responsible for the compilation of each subcontract agreement. The appointment of the Targeted Enterprises shall be subject to the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works. The agreements shall be subject to the approval of the Targeted Enterprises Committee.

The Contractor shall, as soon as is practicable, furnish the Employer's Agent with copies of all agreements and the written acceptance thereof. The contracts to be performed by the Targeted Enterprises shall thereafter neither be reduced in scope, nor terminated without the prior written approval of the Employer's Agent, which shall not be unreasonably withheld or delayed.

The Targeted Enterprises subcontracts prepared by the Contractor shall adhere to the following requirements:

a) The appointment of the Targeted Enterprise subcontractor by the Contractor, shall be made according to the latest standard SAFCEC subcontract agreement, and shall be consistent with the terms and conditions in this (main) contract.

b) Five percent (5%) excluding VAT of the sub contract value shall be deducted as retention on Targeted Enterprise payments, with half to be released on issue of the completion certificate for the Targeted Enterprise. The balance of the retention is to be released upon the issue of the main contract completion certificate.

c) The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contracts;

d) Details of any training to be provided to the workers;

e) Targeted Enterprises are to submit their statements fortnightly, and are to be paid by the Contractor within seven (7) days of invoice date; and

f) Payment of Targeted Enterprises may not be delayed pending payment of the Contractor by the Employer.

C3.3.7 OBLIGATIONS OF THE CONTRACTOR

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works, the Contractor shall be fully liable for the acts, defaults and neglects of the Targeted Enterprises, their agent or employees, as fully as if they were the acts, defaults and neglects of the Contractor.
C3.3.7.1 General

The Contractor shall closely monitor and supervise all Targeted Enterprises’ works and shall guide and assist each Targeted Enterprise in all aspects of management, execution, legal and financial administration, and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, fortnightly measurements and invoicing procedures. The extent and level of such guidance and assistance, to be provided by the Contractor shall be commensurate with the experience of the Targeted Enterprise and shall be directed at enabling the Targeted Enterprise’s to achieve the successful execution and completion of his subcontract.

The Contractor shall inter alia, comply with the following:

a) Provide a full-time Targeted Enterprise Manager;
b) Identify work packages to be executed by Targeted Enterprise’s, and submit these to the Targeted Enterprise Committee for approval;
c) Prepare pre-qualification tender documentation, and tender documentation, advertise / source Targeted Enterprises and assist / train Targeted Enterprises with the preparation and submission of tender documentation;
d) Prepare and present a tender evaluation report at the pre-qualification stage and at the tender stage to the Targeted Enterprise Committee;
e) Prepare contract documentation and subcontract agreements for the Targeted Enterprises;
f) Assist the Targeted Enterprises with planning their works, setting out, sourcing and ordering of materials, labour relations, fortnightly measurements and invoicing procedures, etc.;
g) Apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular Targeted Enterprise concerned;
h) Assistance rendered to Targeted Enterprises shall be given at a level and to the extent which is commensurate with the expertise and resources of the Targeted Enterprise;
i) Assistance rendered to Targeted Enterprises shall be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the Targeted Enterprise;
j) Assistance rendered to Targeted Enterprises shall not be utilized by the Contractor to manipulate the rates and prices submitted, to his advantage;
k) Assistance rendered to Targeted Enterprises shall be given in a manner which does not unfairly prejudice or favour any particular Targeted Enterprise;
l) Institute a quality assurance system;
m) Provide adequate training, mentoring, guidance and assistance to Targeted Enterprises;
n) Ensure that the contract participation goals and objectives are achieved; and
o) Submit monthly reports to the Employer’s Agent on the progress and implementation of the subcontracting to Targeted Enterprises.

C3.3.7.2 Targeted Enterprise Manager

The Contractor shall provide a fulltime a Targeted Enterprise Manager who is allocated to this contract for a minimum of 20 hours per week. The Targeted Enterprise Manager shall be dedicated to Targeted Enterprise management only, therefore this function may not be performed by any person performing other duties on this contract. The Targeted Enterprise Manager’s duties shall be to assist and mentor all eligible potential Targeted Enterprises wishing to submit tenders, in the proper completion and submission of their particular tenders, including advice and guidance on how to establish rates. The Targeted Enterprise Manager shall work with and manage the Targeted Enterprise Subcontractors throughout the Contract.

The Targeted Enterprise Manager must be adequately experienced with Targeted Enterprise management and the development thereof and will be subject to the approval of the Employer’s Agent and Employer.
C3.3.7.3 Targeted Enterprise Support

The Contractor shall perform a needs analysis on all Targeted Enterprises and provide internal mentorship which improves the Targeted Enterprise’s performance in at least two developmental areas. Such developmental areas should be guided by the requirements of the CIDB Best Practice Contractor Recognition Scheme and may include but are not limited to:

a) Management and labour skills transfer;
b) Establishment of administrative systems;
c) Establishment of cost control systems;
d) Establishment of construction management systems and plans (health and safety, quality and environmental);
e) Planning, tendering and programming skills transfer;
f) Business skills transfer with emphasis on entrepreneurial and negotiation skills;
g) Technical skills transfer with emphasis on innovation;
h) Legal compliance;
i) Procurement skills transfer;
j) Establish credit rating / history;
k) Establish financial loan capacity / history; and / or
l) Contractual knowledge transfer.

The needs analysis shall be mutually agreed upon by the Contractor and the Targeted Enterprise and approved by the Targeted Enterprise Committee. The Contractor shall:

a) Develop a project specific Targeted Enterprise development plan to improve the Targeted Enterprise’s performance in the identified developmental areas which allocate resources and monitors progress in relation to improved performance; and
b) Submit to the Employer’s Agent a monthly Targeted Enterprise development report which documents all mentoring activities that have taken place during that month and the progress made in improving the Targeted Enterprise’s performance in the development area, countersigned by the Targeted Enterprise.

C3.3.7.4 Quality

The Contractor shall be fully liable for the quality of work done by the Targeted Enterprise as if that work was done by the main Contractor. All works shall be undertaken in accordance with the relevant specifications of the main contract.

Claims for extension of time due to delays caused by Targeted Enterprises will not be entertained. The Contractor shall allow for the subcontracting of works to Targeted Enterprises in his programme.

C3.3.7.5 Performance

The Contractor shall give reasonable warning to a Targeted Enterprise if any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give a Targeted Enterprise reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to a Targeted Enterprise in this regard.

Should any dispute arise between the Contractor and the Targeted Enterprise, such dispute shall be resolved strictly in accordance with the provisions of the subcontract agreement.

In the event that a Targeted Enterprise, through no fault of the Contractor, and in the opinion of the Contractor fails to comply with the criteria as listed below, the Contractor shall, after consultation with the Targeted Enterprise Committee, issue a written warning to the Targeted Enterprise stating...
all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer’s Agent and the Employer. The criteria may include, but are not limited to, the following:

a) Unable to perform, or to perform on time;
b) Unable to produce acceptable work;
c) Unwilling to perform work required; or
d) Not fit to perform the service;
e) Unacceptable standard of works as set out in the specifications in the subcontract;
f) Unsatisfactory progress in accordance with the time constraints in the subcontract;
g) Punctual and full payment of the workforce and suppliers;
h) Non-compliance with the Health and Safety specification and legislation; and
i) Improper accommodation of traffic.

The Targeted Enterprise shall be given 14 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised. Failure to do so, will be sufficient grounds for the Contractor to terminate the subcontract, provided that the Targeted Enterprise Committee is satisfied that the Contractor has made every effort to correct the performance by the Targeted Enterprise.

C3.3.7.6 Substitutions

In the event that the Employer approves the Contractor’s request to be relieved of his obligation to make use of a contracted Targeted Enterprise, the Contractor shall either provide a substitute Targeted Enterprise to take over the contract, or engage a Targeted Enterprise on another aspect of the contract so as to secure the required credits to achieve the contract participation goal. The Contractor shall, in such circumstances, submit to the Employer a Targeted Enterprise declaration affidavit in respect of the proposed substitute Targeted Enterprise, and supply details of the nature and value of the contract which shall be performed by such Targeted Enterprise.

Contracts with contracted Targeted Enterprises may only be terminated and new contracts entered into with substitute Targeted Enterprises for the purpose of securing credits towards the contract participation goal, with the Employer’s approval, which shall not be unreasonably withheld.

The Employer may, at his sole discretion, and upon the basis of evidence submitted by the Contractor in support of fruitless efforts in good faith to secure substitute Targeted Enterprise participation, grant a waiver in respect of contract participation goal obligations.

C3.3.7.7 Records and Reports

In order to ensure that the specified CPG_E is sub-contracted to Targeted Enterprises, the contractor shall submit to the Employer’s Agent on a monthly basis with each statement for payment, the following updated returns:

- The Contractor shall furnish the Employer’s Agent, upon written request, copies of the contractual agreements with the various Targeted Enterprises, as well as documentary proof of payments made to the various Targeted Enterprises.
- A monthly report which describes the progress and commercially useful functions performed by the Targeted Enterprises in the performance of the Contract, both over the interim period and on a cumulative basis; and
- A schedule reflecting the estimated total value of contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every Targeted Enterprise.
The Contractor shall submit to the Employer’s Agent documentary evidence of the BBBEE status level of every Targeted Enterprise employed by the Contractor. Until such time as documentary evidence has been submitted to the Employer’s Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer’s Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

The Contractor shall submit all the documentation required timeously and, together with his programme of activities, a schedule which indicates clearly the expected delivery dates of supplies provided by Targeted Enterprises or the commencement and completion dates of work and services to be performed by all the Targeted Enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the Contractor whenever a change in date occurs.

Should random inspections conducted by the Employer’s Agent on Targeted Enterprise activities indicate that such enterprises are not performing in accordance with this specification, the Contractor shall provide separate weekly resource returns and any other information in respect of such Targeted Enterprises in a format approved by the Employer’s Agent.

The Employer’s Agent shall certify the value of credits counted towards the contract participation goal with each payment certificate and shall notify the Contractor of this amount.

**C3.3.7.8 Completion Certificate**

The Contractor shall, within 14 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue a Certificate of Completion to the Targeted Enterprise free of charge. The format, layout and appearance of certificates issued shall be agreed by the Targeted Enterprise Committee, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Employer’s Agent, the Targeted Enterprise and the Contractor.

The Certificate of Completion shall provide the following information:

a) Main Contract data:
   - Contract title;
   - Contractor’s full name, address and contact details;
   - Employer’s Agent’s name, address and contact details;
   - Employer’s name.

b) Subcontract data:
   - Targeted Enterprise name, address and contact details;
   - Scope or extent of the subcontract works;
   - Value of the subcontract works;
   - Duration of the subcontract;
   - Date of completion of the subcontract;
   - Description of the training undergone by the Targeted Enterprise.

**C3.3.8 TRAINING OF TARGETED ENTERPRISES**

The Contractor shall be responsible for providing diverse accredited training to various groups, including operating and maintenance personnel. The Contractor shall develop and facilitate initial training sessions for all persons as approved by the Employer’s Agent, as well as training sessions
at specified intervals to revive and supplement the initial training. An accredited trainer shall present all training sessions.

C3.3.8.1 Training Plan

The Contractor shall be responsible for conducting a complete investigation of the groups that need to be trained in order to compile an approved training plan.

The investigation shall cover at least the following aspects:

a) Assess likelihood of conformance to task-specific requirements (status quo) of capabilities in terms of a formal skills audit;
b) Identify minimum pre-qualification criteria in terms of existing knowledge and skill levels in relation to reaching target requirements;
c) Evaluate personnel in terms of pre-qualification criteria and tasks to be performed (skills profile);
d) Identify training needs; and
e) Identify the appropriate accredited training courses in terms of task-specific activities and identified training needs.

The Contractor shall identify an accredited training service provider to assist in the above skills audit and to help finalise the compilation of a training plan setting out the proposed courses. Once the training plan and proposed courses have been approved by the Employer’s Agent, the Contractor shall liaise with the accredited service provider to establish a date and appropriate training venue that would be conducive to learning and to perform training. On-site training is preferred.

The training shall be reviewed within one month after initial training to determine its effectiveness. Further regular training sessions shall be scheduled according to the effectiveness of initial training.

The Contractor will be responsible for recording all training sessions and shall keep an attendance register.

C3.3.9 MEASUREMENT AND PAYMENT

C3.3.9.1 Management of Targeted Enterprises

The Fixed and Value-related rates shall include full compensation for all activities that may be deemed necessary to ensure the Works carried out by Targeted Enterprises are in accordance with this specification, the technical and OHS specifications and within the agreed timeframes. Under no circumstances may the Contractor charge or deduct payment from the Targeted Enterprise for services provided to the Targeted Enterprise.

The rates shall allow for:

- All costs incurred for identifying work packages, preparing pre-qualification and tender documentation, assisting prospective tenderers, advertising, conducting tender clarification meetings, assisting / training Targeted Enterprises, adjudicating tenders, preparing Tender Evaluation Reports, attending Targeted Enterprise Committee meetings, awarding subcontracts, and for;
- All administrative, management, risk, financing, early payments, supervisory functions, overheads and profit associated with the Targeted Enterprises; and
- All costs of the Targeted Enterprises Manager.

Payment of the Fixed Charge item will be certified once the Contractor’s approved Targeted Enterprise Manager has been appointed and a the CPG Plan (Method Statement) has been approved by the Employer’s Agent.
Payment of the Value Related item will be certified monthly based on the monthly amounts certified for the Targeted Enterprises, but only once the requirements for the Fixed Charge Item have been met.

C3.3.9.2 Provisional Sum to Cater for Targeted Enterprise Rate Variance

The Provisional Sum allows for compensation for the agreed rate variance of the Targeted Enterprises’ rates versus that of the main Contractor’s rates, that will be incurred by the Targeted Enterprises when undertaking the works subcontracted by the Main Contractor.

The above amounts will be agreed to by the Targeted Enterprise Committee before being finalised in a Variation Order.

C3.3.9.3 Conducting of skills audit and the development of a training plan

A provisional sum is allowed for the conducting of a skills audit of the Targeted Enterprises, as well as the compilation of a training plan.

The provisional sum shall include full compensation for identification of pre-qualification criteria and training needs, staff assessment and evaluation prior to training, all technical research, identification of accredited training courses, and all other actions necessary for commencement of official training sessions in accordance with the specification.

Any expenditure under this item requires the written prior approval of the Employer’s Agent and Employer.

C3.3.9.4 Presenting accredited training courses for Targeted Enterprises

The provisional sum shall include full compensation for presenting the courses, including lectures, demonstrations, on-site training and hands-on development, and improvement of maintenance personnel’s skills to enable them to maintain and repair installations safely and efficiently at the satisfactory functional condition specified.

The provisional sum shall also include full compensation for the Contractor’s time, appointment of the accredited trainer for the course, and for all material expenses such as paper hand-outs and slides for the whole group of trainees, the number of which shall be determined during development of the training course.

Any expenditure under this item requires the written prior approval of the Employer’s Agent and Employer.

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C3.4 CONSTRUCTION

C3.4.1 APPLICABLE SANS 2001 OR SANS 1200 STANDARDS FOR CONSTRUCTION WORKS

The SABS 1200 Standardised Specifications for Civil Engineering Construction read in conjunction with the SABS 0120 Code of Practise for use with standardised specifications for Civil Engineering Construction and Contract Documents apply.

C3.4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply:

- SABS 1200 A: General (1986)
- SABS 1200 C: Site clearance (1980 as amended 1982)
- SABS 1200 G: Concrete (structural) (1982)
- SABS 1200 LB: Bedding (pipes) (1983)
- SABS 1200 LE: Stormwater drainage (1982)
- SABS 1200 ME: Subbase (1981)
- SABS 1200 MF: Base (1981)
- SABS 1200 MK: Kerbing and channelling (1983)
The term “project specifications” appearing in any of the SABS 1200 Standardised Specifications shall be replaced with the term “Scope of Work”.

The variations and additions to the standardised are provided in C3.6.

**C3.4.3 ADDITIONAL SPECIFICATIONS**

The following additional specifications included in this volume are applicable to this contract:

Annexure B: Site Specific Health & Safety Specification and Site Specific Baseline Risk Assessment

**C3.4.4 CERTIFICATION BY RECOGNISED BODIES**

Where materials to be used in the works are required to comply with a SANS / SABS specification, they will be accepted as complying with the SANS / SABS specification if one of the following is satisfied:

- The display of a SANS / SABS mark on the product with a copy of the SANS / SABS certificate that allows the manufacturer to use the mark, or
- All the criteria in the relevant SABS / SABS specification is measured and confirmed on site or in an approved laboratory.

The same will apply to materials specified to comply with ISO, BS, ASTM or other international specifications.

**C3.4.5 AGRÉMENT CERTIFICATES**

Not applicable.

**C3.4.6 DISPOSAL SITES**

Unless instructed otherwise, the Contractor shall dispose all surplus material from the site at a Municipal Solid Waste Disposal Facility. The nearest Municipal Solid Waste Disposal Facility is approximately 10 km from the site.

The Contractor shall inform the Employer’s Agent in writing of any other site he proposes to use. Use of the alternative disposal site may only be used if approved by the Employer’s Agent in writing.

**C3.4.7 EQUIPMENT, PLANT AND MATERIALS PROVIDED BY THE EMPLOYER**

The Employer will not provide plant or materials for this Contract. The Contractor shall be responsible for procuring all plant and materials required for construction of the works.

**C3.4.8 MATERIALS SAMPLES AND SHOP DRAWINGS**

Any material that shall comply with the requirements of a South African National Standard specification in terms of this Contract shall bear the official SABS mark, should the material be available with such mark.

**C3.4.9 REQUIREMENT FOR EQUIPMENT**

The Contractor’s equipment shall be operational and adequately specified for the task it is intended for.
C3.4.10 EXISTING SERVICES

The positions of existing services, insofar as they are known, are shown on the drawings. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

Refer to PSA5.4.

C3.4.11 DAMAGE TO SERVICES

Refer to C3.1.5.

C3.4.12 REINSTATEMENT OF SERVICES AND STRUCTURES DAMAGED DURING CONSTRUCTION

Should any service be damaged by the Contractor, the relevant authority shall be notified by the Contractor immediately.

C3.4.13 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

No services or facilities will be provided by the Employer.

C3.4.14 FACILITIES PROVIDED BY THE CONTRACTOR

C3.4.13.1 Water Supply

The Contractor may make application to the Municipality's Water Division for a clean water supply point, and shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

C3.4.13.2 Sanitary Facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site and in accordance with the Health and Safety Specification.

Under no circumstances will the Contractor’s staff be allowed to use public toilet facilities.

C3.4.13.3 Power Supply

The Contractor is to make his own arrangements with the Electricity Department for a supply of electricity, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

C3.4.13.4 Location of Camp and Materials storage area

The camp site and storage area may be indicated to tenderers at the site inspection for the contract.
The Contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works the surface of the areas utilised shall be re-instated.

The Contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Employer’s Agent for approval before any work on the camp or offices may commence.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

C3.4.13.5 Temporary Offices

An office for the Employer’s Agent is required. The type of office required for the Employer’s Agent is specified in clauses SABS1200AB and PSAB 3.

Site meetings will be held in the Contractor’s site office.

C3.4.15 STORAGE AND LABORATORY FACILITIES

Storage and laboratory facilities are not required.

C3.4.16 OTHER FACILITIES AND SERVICES

No other facilities or services are required.

C3.4.17 EQUIPMENT FOR THE EMPLOYER’S AGENT

The Contractor shall provide for the use of the Employer’s Agent, maintain and service, as applicable, the following facilities as specified in SANS 1200AB and PSAB:

- two nameboards,
- one furnished office,
- one conference room,
- latrine and ablution facilities,
- printer/scanner/photocopier,
- survey equipment,
- two survey assistants,
- a site instruction book,
- protective clothing,
- safety equipment, and
- medical facilities,

Unless specified otherwise, on completion of the Works these facilities shall revert to the Contractor who shall remove them from the site.

The term "use of the Employer’s Agent" will be deemed to include, as appropriate, use by the Employer’s Agent's staff and the Employer’s Agent's Representative and his staff.
C3.4.18 ADVERTISING RIGHTS
Not applicable.

C3.4.19 NOTICE BOARDS
The Contract notice boards shall be manufactured, installed, maintained and removed in accordance with PSAB 3.1.

C3.4.20 SITE USAGE
Access to the site shall not be restricted to the Contractor, Employer, Employer’s Agent and their personnel, agents or Subcontractors as the site is situated in an existing residential area. The Contractor shall control entry to the portions of the site where he is working and shall report unauthorised entry to the Employer’s Agent.

C3.4.21 PERMITS AND WAY LEAVES
Not applicable.

C3.4.22 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS
The Contractor must confirm in writing to the Employer’s Agent timeously that the accuracy of all existing levels is compatible with the proposed works.

C3.4.23 SURVEY CONTROL AND SETTING OUT OF THE WORKS
Before commencement of work, the Contractor shall liaise with the Employers’ Agent to establish and verify the position and level of benchmarks, and the status of all boundary pegs in the Township. The Contractor shall record the exact position of all erf pegs on a marked-up print of the site. Should the Contractor proceed with excavations prior to confirming the ground levels and / or benchmark levels, the levels as indicated on the drawings will be considered as the accepted levels for the purpose of quantity calculations.

On completion of the Contract, the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer, been disturbed due to the negligence of the Contractor, will be replaced at the Contractor’s cost.

C3.4.23 INSPECTION OF ADJOINING PROPERTIES
The condition of the existing roads and buildings shall be assessed and recorded by video and / or photography before commencing construction.

C3.4.24 FEATURES REQUIRING SPECIAL ATTENTION
C3.4.24.1 Health and Safety
In addition to sub-clause 5.7 of SABS 1200 A, the Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular it’s Construction Regulations, 2014. In addition, the Contractor shall comply with the Employer’s Health and Safety Specification.

C3.4.24.2 Continuous operation of existing services
All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.
C3.4.24.3 Sanitary conditions

Unhygienic habits and other behaviour that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

C3.4.24.4 Neatness of the site

Refer to C3.1.5.4.

C3.4.24.5 Temporary fences

The Contractor shall erect temporary fences where required for the execution of the Works, where shown on the drawings and in place of existing fences which have to be temporarily relocated.

All fences shall be maintained during construction.

Temporary fences shall be suitable for preventing stock on adjacent properties from wandering.

The cost of the erection, maintenance and removal of temporary fencing will be deemed to be covered by the rates or the establishment of facilities for the Contractor.

C3.4.24.6 Dust control

The Contractor shall take preventative measures to control dust arising from the site. Such measures will include, but not be limited to, watering, placing tarpaulins on exposed areas, placing thatch grass on exposed areas, as appropriate, or as instructed by the Employer's Agent.

C3.4.24.7 Connection to existing services

The water and sewerage reticulations will not be connected to the existing reticulations.
C3.5 MANAGEMENT

C3.5.1 APPLICABLE SANS 1921 STANDARDS
The following parts of SANS 1921 (Construction and management requirements for construction works) and associated specifications are applicable:

- SANS 1921-1: General engineering and construction works
- SANS 1921-2: Accommodation of traffic on public roads occupied by the Contractor
- SANS 1921-4: Third party management support in works contracts
- SANS 1921-5: Earthworks activities, which are to be performed by hand
- SANS 1921-6: HIV / AIDS awareness

C3.5.2 PARTICULAR OR GENERIC SPECIFICATIONS
Refer to Clause C3.4.2.

C3.5.3 PLANNING AND PROGRAMMING
The Contractor's programme shall be submitted in electronic and hard copy format in bar chart format. In addition to the requirements of Sub-Clause 5.6.1 of the General Conditions of Contract for Construction Works, the Contractor's programme shall show:

- The various activities on a time scale, including those of Subcontractors;
- The start date, completion date and programmed duration of each activity;
- Anticipated production rates in m/week, m³/day, etc;
- Critical path activities and their dependencies; and
- Key dates in respect of work to be carried out by others and information to be provided by the Employer's Agent and/or others.

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Employer's Agent in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

The Contractor shall make allowance for the following when preparing his programme:

- Expected weather conditions and their effects;
- Known physical conditions or artificial obstructions;
- Searching for, dealing with and carrying out alterations to the existing services;
- The accommodation of public access and traffic;
- The procurement process of SMME's in accordance with C3.3 Targeted Enterprise Procurement;
- The provision and implementation of the health and safety plan in terms Health and Safety Specification; and
- The restrictions on the length of trench open at any one time as specified in PSDB5.6.6.
The Contractor shall review his progress every month and should progress lag behind the latest approved programme by more than 2 weeks, he shall submit a revised programme for approval, with a method statement indicating how he will make up the lost time. If, in the opinion of the Employer’s Agent, such revised programme will not make up the lost time, the Employer’s Agent will have the right to instruct the Contractor to reorganize his resources and his work to ensure an acceptable programme. Claims for additional payment for costs incurred due to such reorganisation will not be accepted.

C3.5.4 SEQUENCE OF THE WORKS

Not applicable.

C3.5.5 SOFTWARE APPLICATION FOR PROGRAMMING

The Contractor shall prepare the programme with proprietary software that uses the critical path method of network analysis, and can display the programme in a bar chart format, amongst others. The software shall be compatible with Microsoft Project.

C3.5.6 METHODS AND PROCEDURES

The Works shall be executed in accordance with the contract, and all relevant statutory requirements.

C3.5.7 QUALITY PLANS AND CONTROL

Quality control shall be carried out in accordance with the requirements of the Standardised Specifications for Civil Engineering Construction, the Scope of Work and the General Conditions of Contract for Construction Works as amended in the Contract Data.

The Contractor shall provide the Employer's Agent 24 hours' notice when he requires the inspection/testing of parts of the Works. Failure to notify the Employer's Agent or to provide adequate test results (including level control and setting out information) will be regarded as test results that do not comply with the specified requirements. Payment for such parts of the Works, and all subsequent parts of the Works that would be affected by such non-compliance will not be certified for payment until adequate test results are provided.

C3.5.8 ENVIRONMENT

C3.5.8.1 Environmental management plan

Not applicable.

C3.5.8.2 Fires and Burning of Vegetation

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority, and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

C3.5.8.3 Preservation of flora and fauna and soil conservation

The Contractor shall:

(i) take all precautions to prevent:
• the erosion of soils and/or
• loss of or injury to domestic and other animals from any lands used or occupied by the Contractor;

(ii) refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,

(iii) take care to cause the minimum of disturbance to the fauna and flora.

(iv) erect temporary fences on the servitude lines during the construction period to prevent loss of fauna. The fences shall be removed as soon as construction and testing are complete.

(v) take precautions to keep the risk of fire to a minimum,

(vi) arrange that timber for firewood be obtained only from such places as may be approved by the Employer’s Agent;

(vii) take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and

(viii) prohibit all firearms from the site and temporary camps.

C3.5.9 ACCOMMODATION OF TRAFFIC ON PUBLIC ROADS OCCUPIED BY THE CONTRACTOR

Refer to PSA 5.

C3.5.10 OTHER CONTRACTORS ON SITE

Not applicable.

C3.5.11 TESTING, COMPLETION, COMMISSIONING, AND CORRECTION OF DEFECTS

Quality control shall be carried out in accordance with the requirements of the Standardised Specifications for Civil Engineering Construction, the Scope of Work and the General Conditions of Contract for Construction Works as amended in the Contract Data.

C3.5.12 RECORDING OF WEATHER

The Contractor shall erect an effective rainfall gauge on the site of the works and record the daily rainfall figures in the site diary. The site diary shall be handed to the Employer’s representative for his signature no later than 5 days after rain that is considered to justify an extension of time occurs.

Extension of time due to abnormal rainfall shall be determined as defined and described in the Contract Data.

C3.5.13 FORMAT OF COMMUNICATIONS

All contractual communications shall be in writing. Verbal instructions will only be regarded as instructions from the Employer’s Agent if confirmed in writing.

C3.5.14 KEY PERSONNEL

Key personnel shall be on site full-time during working hours.
C3.5.15 MANAGEMENT MEETING
Monthly site meetings will be held on site, in the Contractors site office. The dates of these meetings will be agreed at the Inaugural / Commencement / Site Handover Meeting.

C3.5.16 FORMS FOR CONTRACT ADMINISTRATION
The Contractor, Employer and Employer’s Agent shall operate and maintain their separate contract administration procedures and documentation.

C3.5.17 ELECTRONIC PAYMENTS
Payment of monthly certificates will be made by electronic transfer to the bank account stated on the Contractor’s tax invoice.

C3.5.18 BONDS AND GUARANTEES
The Security shall be lodged with the Employer.

C3.5.19 PERMITS
Not applicable.

C3.5.20 PROOF OF COMPLIANCE WITH THE LAW
Refer to requirements of the Scope of Works and all relevant legislation.

C3.5.21 INSURANCE PROVIDED BY THE EMPLOYER
Refer to Clause 8.6 of the Contract Data.

C3.5.22 DAILY RECORDS
The Contractor shall keep daily records of the activities on site, key milestones achieved, plant and labour, deliveries and removals of key materials and equipment, weather conditions, delays, dayworks and visitors, amongst others.

C3.5.23 PAYMENT CERTIFICATES
Statements shall be in the format required by the Employer’s Agent. Statements shall be submitted monthly, on a date to be agreed with the Employer’s Agent at the Inaugural meeting. A cession of ownership, in the required format shall be submitted with each payment certificate when a claim is made for materials on site.

The Contractor is to take note of the provisions of C3.5.7.

C3.5.24 COMMUNITY PARTICIPATION AND LIAISON

C3.5.24.1 Duties and Responsibilities of the Community Liaison Officer (CLO)

The Contractor shall make allowance for the employment of a CLO in accordance with the following terms of reference (TOR).

Terms of Reference of the CLO

The Community Liaison Officer (CLO) will be responsible to the Project Steering Committee (PSC), who will be involved in the appointment of the CLO. The CLO should be the person with a good standing and respect in the local community and would be selected according to the set criteria by the interviewing panel consisting of Local and District Municipality, ISD Consultant, PSC, Ward Councillor and selected local leadership.
The CLO is appointed for the period of physical construction. The contractor will provide office space and stationery for the CLO to carry out his / her duties.

Remuneration for the CLO will be R3 500 per month for the period of employment. Where the CLO is engaged for part of the month, they shall be paid and equivalent daily amount. The unit for measurement shall be the man-month of CLO employment. A CLO who fails in their responsibilities may be replaced in consultation with the PSC and ISD consultants.

The CLO will liaise with the following people in performing these activities:

**Contractor:**

- Organise and assist the contractor in explaining to all workers the labour-based construction model.
- Ensure labourers understand their task and the principles behind task work.
- Ensure labourers are informed of their conditions of temporal employment.
- Attend all site meetings and briefing for work procedures.
- Keep written record of interviews and community liaison which should be summarised and included in the monthly progress reports.
- Collect monthly welfare reports and submit to social facilitators.
- Ensure that contractor's workers are paid what is due to them and in time.
- Assist in the recruitment of labour.
- Promote and maintain sound relations with community stakeholders and other role players.
- Screen the supplied labour by the community through Project Steering Committees to ensure compliance with the agreed upon recruitment policy and the government's labour employment targets.
- Inform local labour about their conditions of temporary employment, to ensure their timeous availability and inform them timeously when they would be relieved, where the rotation of labour is applicable.
- Keep the labour register of labour and manage records of project local labourers and be able to provide reports on employment statistics.
- Consult on all decisions regarding local problems and any matters of importance that, in any way will be of relevance to the Contract.
- To be on site on a daily basis.
- To register concerns / perceptions and raise them in the PSC meetings.
- Attend site and PSC meetings to present monthly report on the local community labour involvement and site matters.
- Identify possible labour dispute and any disciplinary matter and advise the site agent / foreman and assist in the resolution, where necessary must call for the assistance of the Social Consultant for the resolution of the conflicts.
- Assist the contractor in preparing records of project employees. Assist the contractor in making task measurements and the records thereof.
• Monitor the production of individual task workers and arrange replacement of those workers who fail to produce a reasonable task output.
• Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
• Communicate daily with the contractor to determine additional labour requirements with regard to numbers and skills and pass this to the PSC.
• Attend weekly meetings with the contractor and make a weekly written report which shall be a prerequisite to being paid.

C3.5.25 MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997).

As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions applying to this Contract shall be guided by the most recent Sectoral Determination: Civil Engineering Sector, published in the Government Gazette.

The following minimum conditions shall apply to this Contract, and Contractors shall include such conditions in employment contracts.

C3.5.25.1 Employment Contracts

The Contractor shall enter into an employment contract with every employee, including short-term contracts in which employment commencement and termination dates are specified. Short-term employment contracts will also apply any employee employed for a single day.

C3.5.25.2 Normal Working Hours

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and a lunch break from 12:30 to 13:00.

The number of hours to be worked and paid for is 9 hours per day. If a lunch break of one (1) hour is taken, then the normal working day will be as follows:

• Morning work sessions from 07:00 to 12:00.
• Lunch break from 12:00 to 13:00.
• Afternoon sessions from 13:00 to 17:00.

C3.5.25.3 Minimum Wages

• Minimum wages shall be according to the Government Gazetted rates for the Civil Engineering Sector for the Eastern Province.
• For a full day’s work, the hourly rate shall be multiplied by 9.
• Normal hours of work for a 5-day week shall be 45 hours, and the wage calculated according to the applicable hourly rate.
• Overtime pay shall be 1.5 times the ordinary wage.
• An employee shall be paid fortnightly.
C3.5.25.4 Short Time (Excluding Short Time Due to Inclement Weather)

If, for reasons that may be ascribed to the employee, e.g. arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

C3.5.25.5 Short Time Resulting from Inclement Weather

- If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.
- If the Contractor has not informed his/her employees that no work will be done due to inclement weather, and either no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work.
- If more than four (4) hours of work is done, the Contractor shall pay the employee for the number of hours worked.

C3.5.25.6 Vacation Leave

If an employee has been in full-time employment for more than four (4) months, he/she shall be entitled to one (1) day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

C3.5.25.7 Family Responsibility Leave

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three (3) days paid leave in a leave cycle of thirty-six (36) months of employment:

- When the employee’s child is born.
- When the employee’s child is sick.
- In the event of death of the employee’s spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave.

C3.5.25.8 Maternity Leave

At least four (4) months unpaid leave.

C3.5.25.9 Sick Leave

The employee shall be entitled to one (1) day’s paid sick leave of normal wages for every twenty-six (26) days worked.

If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

C3.5.25.10 Piece Work

Irrespective of the quantity of work done under a piece work system, during a working week the employee shall be entitled to a minimum of a week’s wages determined as if no piece work applied.
C3.5.25.11 Termination of Employment

The Contractor or employee may terminate an employment contract by giving notice of termination of not less than:

- On short period contracts, i.e. a contract which states from which date work employment commences and on which day employment terminates, the terms of the employment contract shall apply.
- One week if the employee has been employed for four (4) weeks or less, unless it is a short-term project.
- Two (2) weeks if the employee has been employed for more than four (4) weeks but not more than one (1) year.
- Four (4) weeks if employee has been employed for more than one year.

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C3.6 VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

The following variations and additions to the SABS1200 Standardised Specifications for Civil Engineering Construction apply to this Contract. The prefix “PS” denotes a reference to the Standardised specification. The letters and clause number following the prefix denote a reference to the specific clause in the specific Standardised specification.

An asterisk (*) placed next to the PS clause heading denotes the inclusion of an additional clause that does not appear in the Standardised specification.

The term “project specification” used in the Standardised Specification shall mean “Scope of Works”.

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C3.6 Variations and Additions to Standardised Specifications

PSA GENERAL (SABS 1200 A)

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS AND ABBREVIATIONS

“SABS” shall mean “SANS”, except for references to the official SABS mark.

PSA 2.8 ITEMS IN SCHEDULE OF QUANTITIES

PSA 2.8.1 Principle

In the fourth line of Clause 2.8.1, after the word “specification”, add: "or in the measurement and payment clause of the standard specification or Scope of Works”.

PSA 3 MATERIALS

PSA 3.1 QUALITY

Where applicable, materials shall bear an official standardization mark. Where it is specified that a material shall comply with the requirements of an SABS specification, the material shall bear the official SABS mark, unless the Contractor can prove that such material is not available with the mark.

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT


PSA 4.2 CONTRACTOR’S OFFICES, STORES AND SERVICES

The Contractor’s offices, buildings, sheds, stores and other facilities erected for the purposes of the contract shall be fenced off, and shall be kept in a neat and tidy condition at all times.

No personnel may reside on the site, except for night-watchmen.

The Contractor shall provide one chemical toilet for every 15 workers, which shall be easily accessible to workers at all areas of the site, and shall be effectively screened from public view. The Contractor shall strictly enforce the use of the toilets, and shall ensure that the toilets are serviced/replaced on an acceptable, regular basis.

The Contractor shall provide a first aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993). The Contractor shall also provide personal protective equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.1 Setting out of the Works

In addition to the requirements of Clause 5.1.1, the Contractor shall check the positions and levels of all setting out pegs and bench marks before commencing any construction, and advise the Engineer of any discrepancies.
PSA 5.2  WATCHING, BARRICADING AND LIGHTING

The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993). Refer also to PSA5.10.

PSA 5.3  PROTECTION OF STRUCTURES


PSA 5.4  PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Existing services are known to exist on the site. The approximate position of known services is shown on the drawings according to the best information available. It is also likely that other services that are not shown on the drawings exist on the site. Neither the employer nor the Engineer gives any warranty for the accuracy or completeness of the information provided.

PSA 5.4.1 Locating existing services *

As existing services can seldom be reliably located from drawings, the Contractor shall locate all existing services with the co-operation of the relevant authority, and carefully excavate by hand, expose and survey such services before commencing any excavation. The requirements of Clauses 4.4 and 5.1.2.2 of SABS 1200D shall also apply. If the information regarding any existing service as given in the drawings is missing, incomplete or incorrect, the Contractor shall, as soon as the service has been located, submit details of the exact location, depth and type of service in writing to the Engineer. This procedure shall also be followed for services not shown on the drawings, but which may reasonably be anticipated by an experienced contractor to be present on, under, over or within the Site.

The Contractor shall locate the position of the control points of the services (valves, manholes, switches, etc.) and shall have readily available the equipment necessary to shut-off and isolate any such service as well as spare parts in the event of potentially damaging the service, before commencing any excavation. The Contractor shall liaise with the relevant officials of the affected authorities or controlling bodies for the temporary suspension of any service during construction.

PSA 5.4.3 Alterations and repair of existing services *

Unless specified otherwise by the Engineer, the Contractor shall not carry out alterations to services, or repairs of damaged services. Where any such alteration or repair become necessary, the Contractor shall immediately inform the Engineer, who will make arrangements for the alterations or repair to be carried out by the owner of the service, or instruct the Contractor to make such arrangements.

PSA 5.4.4 Disconnection procedure *

Before carrying out any work that involves the disconnection of a service to a property, the Contractor shall serve written notice on the resident/occupier and/or owner of every property, at least 3 working days before any temporary disconnection, advising the nature, time and duration of the disconnection.

PSA 5.9  DRAWINGS *

Construction drawings and additional detailed information will be made available to the Contractor as and when required by him. Tender drawings shall not be used for construction.

PSA 5.10  SAFEGUARDING AND ACCOMMODATION OF TRAFFIC *

The existing roads within and around the Site shall remain operational throughout the Contract period. To this end the Contractor shall provide and maintain all temporary works, temporary road
signs, temporary bridges, culverts, barriers, kerb ramps, flagmen, drums, lighting, deviations and all other incidentals that are necessary to maintain the normal, safe and easy flow of all vehicular and pedestrian traffic.

Temporary road signs and road markings shall comply with the Site Manual entitled “Safety at Roadworks in Urban Areas”, as published by the Department of Transport. Road signs shall have a yellow background with either a red or black border.

The Contractor shall accommodate and maintain through traffic, traffic at crossings and vehicle access to houses and buildings at all times, unless the closing of streets and thoroughfares has been approved by the local authority.

The Contractor shall arrange his work such that only half of the roadway is closed to traffic during normal working hours. Both lanes of the roadway shall be open to traffic outside normal working hours, and suitable barricading, lighting and protection shall be provided to maintain safe passage at night.

PSA 7 TESTING

PSA 7.2 APPROVED LABORATORIES

In addition to the approved laboratories stated in Clause 7.2, a testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract, will also be regarded as an approved laboratory.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.3.1 Contractual Requirements

Add to sub-clause 8.3.1:

In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Contract Data.

PSA 8.3.2.1 Facilities for Engineer (Clauses 8.3.2.1 and 8.4.2.1)

The sums tendered for Items A1.2.1 and A2.2.1 shall cover the costs of providing and maintaining all the facilities as detailed in Clause C3.4.17 of the Scope of Works.

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

PSA 8.4.1 Contractual Requirements

Where the Engineer has awarded an extension of time, the Time-Related Items will be adjusted in accordance with the following formula:

\[
\text{Sum of Tendered amounts for Time Related Items} \times \frac{\text{Extension of Time awarded by Engineer}}{\text{Tender contract period}}
\]

For the purposes of applying this formula “Extension of Time” will exclude the Contractor’s December/January close-down period, if applicable. The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items are adjusted will not be subject to the Contract Price Adjustment formula. In the case of contracts subject to Contract Price Adjustment, the amount by which the Time-Related items are adjusted shall be subject to the Contract Price Adjustment formula.
PSA 8.5 **SUMS STATED PROVISIONALLY BY ENGINEER**

Insert after the last sentence of Clause 8.5:

"Payment will be made on the basis of the sums actually paid for such work."

**PSA 8.7 DAYWORK**

Provisional items for Daywork are scheduled as follows:

- Labour at hourly rates for skilled, semi-skilled and unskilled labourers.
- Material as a Provisional Sum with a percentage allowance on the net cost.
- The Contractor’s own plant at hourly rates for various types. The rates for the Contractor’s own plant shall be all inclusive, covering the cost of plant operators, consumable stores, fuel and maintenance.

Hired plant as a Provisional Sum with a percentage allowance on the net cost. The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire, which allowance will cover the Contractor’s own overhead costs and profit.

**PSA 8.8 TEMPORARY WORKS**

**PSA 8.8.2 Accommodation of Traffic**

The sums tendered for Items A1.2.2 and A2.2.2 shall cover all costs of dealing with traffic (safeguarding and accommodation of traffic), the maintenance of access, protection at crossings and all other requirements of PSA5.10.

**PSA 8.8.4.1 Dealing with existing services**

The cost of locating and exposing existing water and sewer services by careful excavation will be held to be included in the rates for excavation.

Where it is necessary for the Contractor to locate and expose existing services that are not shown on the drawings, or where the existing service is found to be further than 3m from the position indicated on the drawings, the cost of locating and exposing such services will be measured by volume. The rate shall cover all costs of materials, labour and plant, including specialist detecting equipment, required to locate and expose the service.

**PSA 8.8.4.2 Existing services**

A Provisional Sum is included in the Schedule of Quantities for work on existing services by the relevant authorities.

The Contractor shall pay for work ordered by the Engineer and carried out by the relevant authorities, such as locating, protecting or diversion of existing services. The Contractor shall arrange with the relevant authority for invoices to be addressed to him. The Contractor will be paid upon submission of proof of payment of the relevant authority’s invoice.

The Contractor’s costs in connection with work carried out by service authorities will be measured and paid separately as a percentage of the actual amount paid, excluding VAT. The percentage shall cover the costs of all administrative and supervisory costs and profit, as well as the cost of the Contractor’s liaison and aid to the authorities in locating and protecting the abovementioned services and any other costs resulting from the work of the authorities.

**PSA 8.9 COMPLIANCE WITH OHS ACT AND REGULATIONS**

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all
times for the full duration of the Contract as well as the Employer’s Site Specific Health and Safety Specification. The successful Tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

Payment of the Fixed Charge Item will only be certified once the Contractor’s Health and Safety Plan has been approved.

Payment of the Time Related Item will be certified monthly in compliance with the method laid down in Sub-clause 8.2.2 of SABS 1200A once the requirements for the Fixed Charge Item has been completed.

**PSA 8.10  DEALING WITH WATER * **

The sums tendered for shall cover all costs with regard to the preventive measures that must be taken with regard to water and the repair of damaged portions of the Works, including the control of surface water, precautions against flooding, drainage and removal of ground water in the trenches, the protection of the road prism for the proper execution of the Works.

**PSA 8.11  FREEHAUL AND OVERHAUL * **

Notwithstanding any clauses in the Standardized Specifications dealing with transport, freehaul and/or overhaul, no measurement or payment will be made for overhaul. All haulage will be regarded as freehaul and the cost thereof will be deemed to be covered by the rates for the provision or disposal of the applicable material.

**PSA 8.12  MISCELLANEOUS ITEMS * **

The sum or rate for any item which refers to this clause shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s), including the Contractor’s overheads and profit.

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PSAB 3  MATERIALS

PSAB 3.1  NAME BOARDS

The Contractor shall supply, erect and maintain two name boards in accordance with Clause 3.1. The details to be printed on the name board will be provided at commencement.

PSAB 3.2  OFFICE BUILDING(S)

The Contractor shall provide, erect, maintain and service one office for the Engineer in accordance with Clause 3.2, in the position indicated by the Engineer. All windows in the office shall be fitted with blinds, burglar bars and fly screens over the openings. A security gate shall be installed on the door.

As an alternative to the building specified in Clause 3.2, the Contractor may supply a 6m x 2,5x 2,5m high marine container, specially converted for use as an office. If this type of office is supplied, it shall be protected by an elevated waterproof roof, constructed over the container, and approximately 300 mm above the top of the container.

In addition to the furnishings specified in Clause 3.2, the following facilities shall be provided for the office:

- 1 x plan cabinet (steel),
- 2 x 15 A power sockets,
- The Engineer shall be provided with a lockable toilet, chemical flush type.

The Contractor shall provide and erect a conference room, measuring 4 m x 6 m, which shall be provided with furnishings as specified in Items (f), (g), (i) and (j) of Clause 3.2, and the following:

- 1 x trestle table 3,5 m long x 1,5 m wide x 0,75 m high, with a smooth surface,
- 10 x strong wooden chairs, and
- 2 x 15A power sockets.

On completion of the Works, the building and fittings shall revert to the Contractor who shall remove them from the Site.

PSAB 4  PLANT

PSAB 4.2  PHOTOCOPYING MACHINE *

The Contractor shall provide, maintain and service one A4 photocopying / printing / scanning machine in the Engineer's office together with an adequate supply of A4 paper.

PSAB 4.5  PROTECTIVE CLOTHING *

The Contractor shall provide and replace all personal protective equipment that may be required by the Engineer, his site staff and his visitors.

PSAB 4.6  SURVEY EQUIPMENT *

The Contractor shall provide the following survey equipment for use by the Engineer:

- 1 x total station, with tripod,
- 1 x engineer's automatic level with tripod,
- 1 x level staff with staff bubble,
- 2 x ranging rods,
- 1 x builder's spirit level of length 900 mm,
- 1 x steel tape of length 30 m,
- 1 x pocket tape of length 5 m,
C3.6 Variations and Additions to Standardised Specifications

- 1 x rectangular mirror, 300 mm x 225 mm, mounted on protective backed frame,
- 1 x elliptical mirror, 225 mm x 150 mm, similarly protected,
- 1 x elliptical mirror, 150 mm x 100 mm, similarly protected,
- 1 x 6 V, 8-cell LED torch with spare batteries, and
- all steel and wood pegs, concrete, hammers, picks, etc., that the Engineer may require.

The Contractor shall provide proof, at any stage of the Contract, that the survey instruments have been serviced and calibrated by an acceptable institution within the last three months and shall, throughout the period of construction, service and maintain all survey equipment and he shall insure same and indemnify the Employer and the Engineer against all claims for loss, breakage or theft of such equipment.

The survey instruments may be shared by arrangement between the Contractor and the Engineer, but the other instruments shall be provided for the exclusive use of the Engineer.

**PSAB 5 CONSTRUCTION**

**PSAB 5.1 NAME BOARDS**

The name board(s) shall be erected within 14 days of the Commencement date in the positions directed by the Engineer. The Contractor shall submit the signwriter’s proof of the name board to the Engineer for his approval before commencing the signwriting. Any damage to the name board shall be repaired within 14 days of a written instruction by the Engineer.

All name boards and Contractor’s advertising and notice boards shall be removed prior to the issue of the Certificate of Completion.

**PSAB 5.5 SURVEY ASSISTANTS**

The Engineer’s Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 2 hours (non-consecutive) per week.

**PSAB 5.6 SITE INSTRUCTION BOOK**

The Contractor shall supply and maintain a carbon triplicate book as a site instruction book. This book shall be kept on Site and shall be accessible to both the Contractor and the Engineer at all times. It shall be used by the:

- Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc., required by the Contractor, and
- Engineer for the purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

**PSAB 8 MEASUREMENT AND PAYMENT**

**PSAB 8.2.3 Survey Assistant**

Payment for the survey assistant shall be at the tendered daywork rates for the hours worked in assisting the Engineer’s Representative.

**PSAB 8.4 PHOTOCOPYING MACHINE**

The rates tendered for Items A1.2.1 and A2.2.1 shall include for the cost of installation, rental costs and consumable materials.

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PSC SITE CLEARANCE (SABS 1200 C)

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIAL

The Contractor shall dispose of all cleared vegetation, rubble and construction waste at the site
described in C3.4.6, unless instructed otherwise by the Engineer.

PSC 5 CONSTRUCTION

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

The Contractor shall ensure that the areas cleared and grubbed are kept to the minimum area
necessary for the execution of the Works.

The Contractor shall clear and grub the area required for the Works, areas on which material will be
stockpiled for later use and areas where material is to be dumped and spread, unless instructed
otherwise by the Engineer.

For pipe trenches outside of road reserves, the maximum width that may be cleared is 10m.

PSC 5.2 CUTTING OF TREES

The Contractor shall not remove trees with a trunk girth of more than 1m without the written
permission of the Engineer.

PSC 5.6 CONSERVATION OF TOPSOIL

Topsoil shall be removed from the cleared areas up to a depth of 150 mm (if available) and either:

- be spread and neatly trimmed on adjacent erven to a maximum depth of 75 mm; or
- stockpiled on approved sites for later reuse. Until required for spreading, the stockpiles of
topsoil material shall be stabilized by watering or other approved means.

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2.3 Clear and grub

Site clearance for pipe trenches will not be measured where such trenches lie within the road
reserve of any road.

For site clearance of road reserves, only the plan area of the road reserve will be measured.
Measurement for working space will be deemed to be included in the rates for clearance of the road
reserve.

The rate tendered for clearing and grubbing shall cover the cost of disposal of the material at the site
described in C3.4.6, unless instructed otherwise by the Engineer.

PSC 8.2.5 Take down existing fences

In addition to this clause the rate shall allow for the re-erection of the removed fence with the existing
materials including plant, labour and all other associated costs to remove and re-erect the fence.
Extra over items are allowed for the replacement of materials that are no longer usable.

PSC 8.2.10 Removal and conservation of topsoil

The rate tendered for the removal of in situ topsoil shall, in addition to the items listed in Clause
8.2.10, also cover the cost of stabilizing, watering and protecting the stockpiles of topsoil.
PSC8.2.11 Removal of Litter from Road Reserve*

The rate tendered for the removal of litter from road reserves shall allow for plant, labour and all other associated costs for the collection and disposal of litter from the full width of the road reserve. The unit of measure will be per kilometre of road.

***************
PSD  EARTHWORKS (SABS 1200 D)
PSD 3  MATERIALS

PSD 3.1  Classification for Excavation Purposes
Delete SABS 1200 D Clause 3.1 and replace with the following:

PSD 3.1.1  Method of Classifying
The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2(a) and (b).

PSD 3.1.2  Classes of Excavation
All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Hard rock excavation

Hard rock excavation shall be excavation in material that cannot be efficiently removed by a 30 tonne excavator equipped with a rock bucket.

(b) Soft excavation

Any material which can be removed by bulldozers or backhoes, shall be classified as soft excavation. Soft excavation shall be material not falling into the category of hard rock excavation.

PSD 8  MEASUREMENT AND PAYMENT

PSD 8.3.6  Overhaul
Notwithstanding Clause 8.3.6, PSA 8.11 shall apply.

***************
PSDB  EARTHWORKS (PIPE TRENCHES) (SABS 1200 DB)
PSDB 3  MATERIALS

PSDB 3.1  CLASSES OF EXCAVATION
Delete the contents of Clause 3.1 and replace with the following:
The classification shall be as described in PSD 3.1.

PSDB 3.6  MATERIALS FOR REINSTATEMENT OF ROAD AND PAVED AREAS
The reinstatement of existing road layers shall be executed with a gravel wearing course which has the following properties: PI 10-14; the size of the aggregate shall not exceed 40 mm; and CBR at least 45 at 95% of mod. AASHTO max. density.

PSDB 3.7  SELECTION
Notwithstanding Clause 3.7, the Contractor is required to use selective methods of excavating. The Contractor shall selectively remove and keep separate topsoil, unsuitable material, and material suitable for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

PSDB 5  CONSTRUCTION

PSDB 5.1  PRECAUTIONS
PSDB 5.1.2.3  Sloping ground
On slopes steeper than 1:4, the Contractor shall excavate by hand. No additional payment will be certified for such excavation.

PSDB 5.1.4  Existing services that intersect or adjoin trenches
Where the proximity of existing services or the lack of space prohibits the use of a mechanical excavator for trench excavation, the Engineer may order or permit the use of hand excavation. No additional payment will be certified for such excavation, as any additional costs will be held to be covered in the rates.

PSDB 5.5  TRENCH BOTTOM
Should the Engineer consider the trench bottom to be unstable, he may instruct the Contractor to replace unsuitable material with a 19 mm single-sized crushed stone layer in order to provide a stable platform for the placing of the pipe bedding. The stone layer shall be 150mm thick over the full width of the trench, and shall be wrapped in a geotextile blanket with 150mm overlap at the joint.

PSDB 5.6  BACKFILLING
PSDB 5.6.2  Material for backfilling
The Contractor shall ensure that all excavated material is kept within the pipe servitude until backfilling is complete. The toe of the heap of excavated material next to the trench shall be kept a minimum of 500mm from the edge of the trench, and this strip shall be kept clear of excavated material at all times.

PSDB 5.6.3  Disposal of Soft Excavation Material
Delete the contents of Clause 5.6.3. and replace with the following:
Excess material arising from the excavations will be disposed of at a designated disposal site. The rate for spoiling of excess material shall include for the loading and carting of material, and the offloading at the tip site. The Contractor shall be responsible for all charges levied at the tip site.

**PSDB 5.6.6 Completion of backfilling**

The length of trench open at any one time shall not exceed 100 m per pipe-laying team or 600 m in total, whichever is the greater.

If in the opinion of the Engineer, insufficient progress is being made with the backfilling of trenches, the Engineer may order that no further excavation may take place until the backfilling of trenches has caught up. No additional payment will be made for any delay that this may cause.

**PSDB 5.9 REINSTATEMENT OF SURFACES**

The reinstatement of the existing road layers shall be to the following minimum thicknesses and compaction:

- Gravel wearing course: 150 mm minimum compacted to 95% of mod. AASHTO max. density

**PSDB 7 TESTING**

**PSDB 7.1 DENSITY TESTING**

The Contractor will be required to carry out as many density tests that are necessary to achieve the required material control, with a minimum testing frequency of:

- Every 50 m on the bedding
- Every 50 m on the backfill

Notwithstanding Clause 7.1, the Contractor will be responsible for the cost of all testing.

**PSDB 8 MEASUREMENT AND PAYMENT**

**PSDB 8.3.2 Excavation**

Notwithstanding Clause 8.3.2, the rate for excavation in all materials shall cover the cost of excavation in all classes of excavation, except hard rock. An extra-over item has been scheduled for excavation in hard rock. The rate for the extra-over item shall include all costs associated with excavation of rock, over and above the cost of excavation in all materials.

The rates for excavation of trenches shall also cover the cost of the activities with respect to areas subject to traffic loads as set out in Clause 8.3.3.3, the cost of accommodation of traffic and all costs of density testing to be borne by the Contractor.

**PSDB 8.3.5 Existing services that intersect or adjoin a pipe trench**

Notwithstanding the requirements of this clause, no additional payment will be made for dealing with existing services, the cost of which is included in the rates for excavation in accordance with PSA8.8.4.1.

Add the following item at the end of the clause:

v) all hand excavation that may be necessary, whether ordered by the Engineer or elected by the Contractor.
PSDB 8.3.8 Crushed stone bedding layer and geotextile blanket *

Where the use of a layer of crushed stone in the trench bottom has been authorized by the Engineer, it will be measured by volume according to the length, the specified thickness of the layer, and the specified trench width.

The rate shall cover the cost of all additional excavation, preparation of the trench bottom, removal and disposal of unsuitable material, the supply and placing of a layer of stone.

Where the Engineer has authorized the use of geotextile filter blanket, this will be measured by area according to the specified thickness, specified trench width and the net length.

The rate shall include the cost of supply, placing and wastage as a result of overlap and over excavated trench widths.

***************
PSDM  EARTHWORKS (ROADS, SUBGRADE) (SABS 1200 DM)

PSDM 1  SCOPE

The construction of road verges, including where such construction extends beyond the road reserve, shall be carried out under this specification.

PSDM 2  INTERPRETATIONS

PSDM 2.1  SUPPORTING SPECIFICATIONS

Delete from Clause 2.1(c) "or SABS 1200 DA, as applicable" and throughout the specification delete all reference to SABS 1200 DA.

PSDM 5  CONSTRUCTION

PSDM 5.1  PRECAUTIONS

PSDM 5.1.2 Accommodation of traffic

The requirements of PSA 5.10 shall apply.

PSDM 8  MEASUREMENT AND PAYMENT

PSDM 8.3  SCHEDULED ITEMS

The rates for treatment of road-bed (8.3.3), cut and borrow to fill (8.3.4) and selected layer (8.3.5), shall also cover the cost of all testing.

PSDM 8.3.12 Overhaul

Notwithstanding Clause 8.3.12, Clause PSA 8.11 shall apply.

PSDM 8.4  IMPORTATION OF MATERIAL

The rate for selected subgrade material including wearing course material imported from commercial sources shall cover the cost of supply, transport, placing and compaction of the selected subgrade or wearing course layer as specified.

*********************
PSL  MEDIUM-PRESSURE PIPELINES (SABS 1200 L)

PSL 1  SCOPE

Add to Clause 1.1 "Drawings numbered L1, L2 and L3 are withdrawn and replaced by the Construction Drawings."

PSL 2  INTERPRETATIONS

PSL 2.1  REFERENCES

PSL 2.1.3  Drawings *

Drawings numbered L1, L2 and L3 are withdrawn and replaced by the Construction Drawings.

PSL 3  MATERIALS

PSL 3.1  GENERAL

Pipes for water mains shall be

PVC-U Class 9 pipes complying with the requirements of SABS 966.

Subject strictly to the requirements of Clause 3.1 pipes may be offloaded and strung out in the servitude.

All pipes, specials and valves arriving on site shall be marked clearly with the item number appearing in the Bill of Quantities. Furthermore, the nuts, bolts, washers and other ancillary equipment for each individual item shall be kept separate in a bag which shall also bear the respective reference number of that item. The cost of such marking will be held to have been included in the rates tendered for the items.

The Contractor shall satisfy the Engineer that the manufacturers’ recommendations for transporting, handling, stacking, storing and installing pipes, pipe fittings, sealing rubbers etc. are being followed. The Engineer shall be given the opportunity to inspect all materials immediately prior to installation and shall have the right to reject any materials which, in his opinion, have suffered damage which may impair the long term durability or strength of said items.

Pipes and specials shall be protected against damage during all stages of manufacture, delivery, storage and handling. The ends of all steel pipes and specials shall be protected against denting. Steel pipes shall be transported and stacked in such a manner that the pipe barrel is not deformed by more than 2% of its diameter. Dents which cause a protrusion of more than 1 mm on the inside of the steel special, may result in the special being rejected.

PSL 3.7  OTHER TYPES OF PIPES

PSL 3.7.1  PVC-U Pipes

In addition to Clause 3.7.1, solvent welded joints or fittings shall not be used.

PSL 3.7.3  Specials for PVC-U pipes *

All specials (except flanges) shall be suitable for working pressure of not less than 1,600kPa.

Standard specials such as tees, flange adaptors, reducers etc. for PVC-U pipelines shall be fabricated from cast iron. Unless otherwise shown on the drawings, all bends shall be PVC-U.
PSL 3.8 JOINTING MATERIALS

PSL 3.8.3 Flanges and accessories

Flanges shall comply with SABS 1123 and have a minimum working pressure of 1,600kPa. Holes shall be drilled to Table 1600/3 of SABS 1123.

Any item of pipework or special or valve, of which the flanges are incorrectly drilled, will be rejected. The reaming of bolt-holes to oversized dimensions to enable a particular item to fit will not be allowed.

All flanges shall be provided complete with bolts, nuts and washers compliant with SABS 135, and 2mm thick rubber insertions. The insertion piece shall cover the full face of the flange between the ID and OD.

PSL 5 CONSTRUCTION

PSL 5.1 LAYING

PSL 5.1.1 General

The centreline of the pipeline shall be laid according to the coordinates provided on the drawings. The pipeline is to be laid continuously and leaving gaps for fittings will not be allowed.

PVC-U pipes shall be handled, transported, stored and laid strictly in accordance with the manufacturer’s instructions.

PSL 5.1.3 Keeping pipelines clean

In addition to the requirements of Clause 5.1.3, the Contractor shall ensure that both ends of all pipes and specials strung out above ground along the line of the trench are closed by means of an adequately fixed plastic cap or other approved material, in order to prevent the ingress of foreign material.

Unless otherwise directed by the Engineer, the Contractor shall, when filling the pipeline with water for the first time, use suitable pipe pigs driven by a flush of water to aid the cleaning of all sections of the pipeline(s). If necessary, the pig shall be passed through a section more than once. If necessary, the Contractor shall install special temporary fittings in the pipeline for the insertion and recovery of the pigs. Such temporary fittings shall be removed after the pipeline has been cleaned to the satisfaction of the Engineer. The Contractor shall satisfy the Engineer that every pig inserted into the pipeline is recovered after use.

PSL 5.1.4 Depths and cover

Water pipelines shall be laid to the levels indicated on the drawings. Where no such levels are provided, the following cover shall be provided:

- Water mains under roads: Minimum cover of 1.0m measured from the finished road level to the crown of the pipe. Maximum cover of 1.25m
- Water mains elsewhere: Minimum cover 750mm, maximum cover 1.25m
- Erf connections: Minimum cover 450mm, maximum cover 600mm

PSL 5.1.4.3 Minimum clearance between services

Where the minimum clearance between services would be less than that specified in Clause 5.1.4.3, the water main shall be laid beneath the service crossed, at an invert level which allows for the clear space as specified. The water main shall be laid horizontally at this level for a distance of at least
1.0 m on either side of the centreline of the service crossed and the transition to the specified cover levels obtained as specified in Clause 5.1.4.2.

The Contractor may, at his own expense, increase the cover levels by a maximum of 200 mm. No decrease in cover level or clear space between pipe barrel as specified will be permitted unless otherwise instructed by the Engineer in writing.

**PSL 5.3 SETTING OF VALVES, SPECIALS AND FITTINGS**

All valves and hydrants shall be positioned so that the valve spindle or hydrant outlet is directly opposite an erf boundary or splay corner peg to within 150 mm, and directly above the main, or as otherwise dimensioned on the drawing.

The Contractor shall ensure that upon completion of the Works, all gate valves in the reticulation (other than scour valves) are, unless otherwise instructed by the Engineer, in the “open” position.

**PSL 5.6 VALVE AND HYDRANT CHAMBERS**

Delete in Clauses 5.6.1 and 5.6.2 the references to drawings L1, L2 and L3 and replace by the Construction Drawings.

**PSL 5.10 DISINFECTION OF PIPELINES**

Notwithstanding the requirements of Clause 5.10, the Contractor shall disinfect the pipelines before connecting into the reticulation.

**PSL 5.11 MAINTENANCE AND REPAIRS DURING DEFECTS LIABILITY PERIOD**

Should leaks or defects develop during the Defects Liability Period they will be rectified by the Municipality at the Contractor's expense. This will include the cost of re-testing and subsequent disinfection.

**PSL 6 TOLERANCES**

**PSL 6.2 CONTROL POINTS**

Add: “Valves shall be located as indicated on the plan layout opposite the boundary peg of the erf, and to within a longitudinal tolerance of 100mm.”

**PSL 7 TESTING**

**PSL 7.3 STANDARD HYDRAULIC PIPE TEST**

**PSL 7.3.1 Test pressure and time of test**

Testing of water mains shall be carried out after the installation of erf connections. The stopcock shall be open for the test and a temporary end cap shall be fitted to the outlet end of the assembly. The permissible leakage rate specified in Clause 7.3.3 shall be that applicable to the length of water main only, and the length shall therefore not include the length of erf connections.

The Contractor's test equipment shall be connected directly to the flange of a hydrant tee and not through the hydrant's screwed outlet, or through a specially adapted end cap, or a short length of pipe.

Notwithstanding Clause 7.3.1.2 and Clause 7.3.1.3, the test pressure for field testing shall be:

- 1.35MPa for Class 9 PVC-U, Class 10 HDPE pipes and Class C AC pipes;
- 1.80MPa for Class 12 PVC-U and Class 12 HDPE pipes and Class D AC pipes.

Delete Clause 7.3.1.4.
In addition to the requirements of Clause 7.3.1.5 water used to fill the reticulation and during testing shall be water drawn from the Municipal mains and transported in a clean container. The bleeding off of air trapped within the reticulation shall only be carried out via the fire hydrants, erf connections or at the prescribed connection points to the existing reticulation by a bleeder system fitted to the end caps, or a bleeder system fitted to a short length, say 500mm, of a pipe included at the end of the new reticulation.

**PSL 8 MEASUREMENT AND PAYMENT**

**PSL 8.1 GENERAL**

Notwithstanding Clause 8.1, no payment will be made for depths of excavation in excess of those specified or shown on the drawings, unless ordered in writing by the Engineer.

**PSL 8.2.1 Supply, lay and bed pipes complete with couplings**

In addition to Clause 8.2.1, the rates for supplying, laying and bedding pipes shall also cover:

(i) the cost of work covered by Clause 8.2.4,
(ii) cleaning and disinfecting the pipeline as specified in Clause 5.10 and PSL5.1.3 including the provision and removal of temporary fittings required for the insertion and recovery of the pigs,
(iii) testing the pipelines, including the supply of all water
(iv) the cost of testing in short sections in accordance with PSL7.3.1.

The rates for the supplying and laying of metal pipes shall include for the cost of corrosion protection as specified.

Notwithstanding Clauses 8.2.7 and 8.2.15, the rates for pipes, valves, specials and couplings shall also cover the cost of mortar lining and sheathing, mortar encasing, wrapping and all other corrosion protection as specified.

Up to a maximum of 75% of the measured lengths of pipes will be certified for payment until such lengths have successfully passed the field test.

**PSL 8.2.3 Supplying, fixing and bedding of valves**

Hydrants will be measured by number.

The rate shall cover the cost of the supply and installation of all materials from and including the tee (and its joints) on the main up to and including the hydrant outlet and a 0.2m length of flanged 100mm diameter steel pipe between the tee and the gate valve.

**PSL 8.2.11 Anchor/thrust blocks and pedestals**

Notwithstanding Clause 8.2.11 anchor/thrust blocks and pedestals will be measured by number of each type.

The rate shall cover the cost of excavation, concrete, formwork and steel reinforcement (allowing for 0.1t of high tensile steel per cubic metre of concrete).

**PSL 8.2.16 Markers** *

Valve, hydrant and pipeline markers will be measured by the number of each type. The rate shall include for the cost of supply and installation of the markers in the verge as shown on the drawings.

***************
PSLB  BEDDING (PIPES) (SABS 1200 LB)

PSLB 3  MATERIALS

PSLB 3.1  SELECTED GRANULAR MATERIAL

Replace Clause 3.1 with the following:

“Selected granular material shall be a granular, free-draining, non-cohesive material with a grading analysis that shows 100% passing a 9.5 mm sieve and less than 5% passing a 0.425mm sieve. The Compactability Factor shall not exceed 0.4.”

PSLB 3.2  SELECTED FILL MATERIAL

Where rock or expansive clay is encountered in the trench bottom, the material in the selected fill blanket shall be selected granular material.

PSLB 3.4  SELECTION

Notwithstanding any references to the contrary in Clause 3.4, the Contractor is required to use selective methods of excavating. The Contractor shall selectively remove and keep separate topsoil, unsuitable material, and material suitable for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

PSLB 5  CONSTRUCTION

PSLB 5.3  PLACING AND COMPACTING OF FLEXIBLE PIPES

All PVC-U and HDPE water, sewer and erf connections pipes shall be classified as flexible pipes.

PSLB 7  TESTING

PSLB 7.1  DENSITY TESTING

Density tests shall be as per PSDB7.1.

PSLB 8  MEASUREMENT AND PAYMENT

PSLB 8.1.3  Volume of bedding materials

Where the minimum base widths specified in PSDB 5.2 apply, then the volume of bedding material shall be computed from the specified minimum base width.

In addition to Clause 8.1.3, additional bedding required for overbreak, and the volume of bedding material displaced by the pipe will not be measured for payment.

PSLB 8.1.6  Freehaul

Notwithstanding any references to 0.5km freehaul in Clauses 8.2.1, 8.2.2 and 8.2.5, Clause PSA 8.11 shall apply.

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C3.7 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

(i) 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 of the Act.

(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.

(iii) The Contractor accepts liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations.

(iv) 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 monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.

(v) The Contractor shall be obliged to report forthwith to the Employer and Employer’s Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer’s Agent, of such investigation, complaint or criminal charge.

(vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act acquaint himself with the requirements of the Employer’s Health and Safety Specification, and prepare a suitably and sufficiently documented health and safety plan as contemplated the Construction Regulations 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer’s Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or
his agents are satisfied that the issues in which the Contractor has been in default have been rectified.

(viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in Volume 1 and 2, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety Specification.

(ix) The Contractor shall at all times ensure that his operations do not endanger any member of the public.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

**************************
C4 SITE INFORMATION

C4.1 SCOPE

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender and to decide upon his method of working and programming. Only actual information about the physical conditions on the site and its surroundings has been included in this section, and the interpretation thereof is the responsibility of the Tenderer.

For the purposes of this Contract, the Contractor will be deemed to have carried out his own investigations at tender stage, and fully acquainted himself with the site conditions, whether such investigations have been carried out or not.

C4.2 LOCALITY PLAN

A locality plan is attached, refer to Annexure A.

C4.3 GEOTECHNICAL INVESTIGATION

A comprehensive geotechnical report for the investigation, including laboratory analyses, is provided as Annexure D.

The information regarding the subsurface conditions and materials on the Site is provided in good faith for the Contractor's convenience as an indication of the conditions likely to be encountered. Neither the Employer nor the Employer's Agent offer any guarantee that the information is representative of the whole site, or that the same conditions will prevail during construction.

The provision of such information shall not be regarded as in any way limiting, or detracting from, the Contractor's responsibilities in terms of the General Conditions of Contract and the Scope of Works.

The Contractor will be held to have satisfied himself as to the subsurface conditions to be encountered and to have allowed accordingly in his tendered rates.

C4.4 EXISTING SERVICES

The site is crossed by services which include sewage pipes with erf connections, storm water pipes, water pipes with erf connections, overhead and underground telecommunication cables and overhead and underground power cables.

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ANNEXURE A

LOCALITY PLAN
ANNEXURE B

SITE SPECIFIC HEALTH AND SAFETY SPECIFICATION AND SITE SPECIFIC BASELINE RISK ASSESSMENT
Project Health and Safety Specification
In terms of Construction Regulations 2014

Client

Cala is a town in Sakhisizwe Local Municipality, part of the Chris Hani District Municipality in the Eastern Cape

Date: 2017-09-01

Project Health and Safety Specification developed by:

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Institute of Safety Management (IOSM) - South Africa
South African Institute of Safety and Health (SAIOSH) - South Africa
Association of Construction Health and Safety Management- South Africa
South African Construction Project Management and Construction Management Professions

Construction and Upgrading of Calffonia Roads and Stormwater Infrastructure - CONTRACT
ST/EC/01388/10/11

Project Location

Cala is a town in Sakhisizwe Local Municipality, part of the Chris Hani District Municipality in the Eastern Cape
PROJECT HEALTH AND SAFETY SPECIFICATION

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Health and Safety Specification Acknowledgement Receipt
1.0 SPECIFIC PROJECT INFORMATION

1.1 INTRODUCTION AND DEFINITIONS

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to plant and machinery. Compliance to the requirements of the Occupational Health and Safety Act 1993 is in addition to the requirements of this Health and Safety Specification and is part of the Contractor’s responsibility. The Client will monitor that the Contractors comply with the requirements of such legislation.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a client;

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"construction site" means a work place where construction work is being performed;

"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with-
- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work ;

"construction work permit" means a document issued in terms of regulation 3;

"contractor" means an employer who performs construction work;
“demolition work” means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

“design” in relation to any structure, includes drawings, calculations, design details and specifications;

“designer” means a competent person who-
- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter or landscape architect;

“excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive actuated fastening device” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall arrest equipment” means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;

“fall prevention equipment” means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

“fall protection plan” means a documented plan, which includes and provides for-
- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

“fall risk” means any potential exposure to falling either from, off or into;

“health and safety file” means a file, or other record containing the information in writing required by these Regulations;

“health and safety plan” means a site, activity or project specific documented plan in accordance with the client’s health and safety specification;

“health and safety specification” means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

“material hoist” means a hoist used to lower or raise material and equipment, excluding passengers;

“medical certificate of fitness” means a certificate contemplated in regulation 7(8);

“mobile plant” means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

“National Building Regulations” means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government.

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"principal contractor" means an employer appointed by the client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-
- any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunneling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings and reports):

Tender drawing, Geo Reports and Engineers Drawings
IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014. Where a construction project is completed before the 7th August 2014, it should be noted that the current Construction Regulations 2003 are in force until that date.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents and injuries. In many instances, poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has prepared this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

The Contractor’s personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will conduct Health and Safety audits of the works too.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Client Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards and expectations that the principal contractor and contractors must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.
This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

### 1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with Sub Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all sub contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client prior to commencement with construction work.

#### 1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to “definitions” section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to “Client” will apply to their appointed “Client Agent”, where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with the regulations
• Ensure, before work commences, that every principal contractor is registered and in 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)
• Appoint each principal contractor in writing for the project, or part thereof
• Discuss and negotiate with the principal contractor the contents of the principal contractor’s safety plan and thereafter finally approve that plan for implementation
• Ensure that a copy of the principal contractor’s health and safety plan is implemented and maintained
• Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
• Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
• Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor’s health and safety plan for site
• Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
• Ensure that the health and safety file is kept and maintained by the principal contractor.
• Where the client requires additional work to be performed as a result of a design change or error in construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
• Where more than one principal contractor is appointed, the client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
• Where the Client has appointed a Client Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to “definitions” section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

• all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
• the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
• all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
• the loads caused by the temporary works and any imposed loads are clearly indicated in the design.
## 1.5 PROJECT DIRECTORY

| Project Client          | Sakhisizwe Municipality  
|                         | ERF 5556  
|                         | Umthatha Rd, Cala  
| Contact Person          | Tel: 047 877 5200  
|                         | Fax: 047 877 0000  

| Client Agent            | Safe Working Practice  
|                         | 12 Putney Avenue,  
|                         | Nahoon Valley,  
|                         | East London, 5241  
| Contact Person          | Tel: 043 735 1774  
|                         | Fax: 086 720 1149  
|                         | Cell: 084 479 2294  
|                         | e-mail: buffalo@safepractice.co.za  

| Consulting Engineer     | Lukhozi Consulting Engineers  
|                         | 3A Griffith Street,  
|                         | Queenstown  
| Contact Person          | Tel: 045 839 2532  
|                         | Fax: 045 839 3067  

| OTHER TBA               | Tel:  
|                         | Fax:  
| Contact Person          |  

## OTHER PARTIES DIRECTORY

| Department of Labour for submission of Annexure 2: Notification of Construction Work | Tel: 045 807 5400  
|                                                                                     | Fax: 045 838 1621  
|                                                                                     | Email: themba.pakade@labour.gov.za  

| Department of Labour         | Tel: 045 807 5400  
|                            | Fax: 045 838 1621  
|                            | Email: themba.pakade@labour.gov.za  

| Telecommunications Company: | TELKOM – Fault Reporting  
|                            | Tel: 10215  

| Water Company:             | Chris Hani District Municipality – Eastern Cape  
|                            | Tel: 045 808 4600  
| Contact Name:              | Fax: 045 838 1556  

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Safe Working Practice – East London
1.6 **PROJECT DETAILS**

**Description of Works**

1. Removal of existing G9 layer & stockpile.
2. Removal of ± 300 mm of Insitu material to be spoiled.
3. Reinstate 150 mm thick G9 subgrade layer from stockpiled material and compact to 90% MOD AASHTO.
4. Construct new 150 mm thick G7 subgrade layer with borrow pit material and compact to 93% MOD AASHTO.
5. Construct new 150 mm thick C4 cement stabilized subbase layer, compacted to 98% MAMDD.
6. Placement of 20 mm thick sand bedding.
7. Placement of 80 mm thick 35MPa interlocking pavers.
8. Laying of precast concrete rollover kerbs with storm water channel.
9. Backfilling behind kerbs with G9 material compacted to 93% MAMDD.

**Anticipated Construction Duration**

9 months

**Provisional Start Date**

End October 2017

**Completion Date**

End July 2018

1.7 **EXISTING ENVIRONMENT**

Hazardous particular to this project by virtue of location:

- Existing traffic route system
- Heat stroke

**Overhead, Above Ground and Underground Services crossing the site:**

**Overhead:** Yes

**Underground:** Electrical, Water and Sewer

**Ground level:** Electrical, Water and Sewer

**Service Drawings available:** Yes

**Wayleaves required:** Yes

**Permits required:** Yes

**Isolations required:** Yes
Existing structures and surrounding land use (with a significant impact on Health & Safety):
The site is surrounded by Residential area

Existing ground conditions and ground survey report:
As shown on the locality plan

Existing Traffic Systems: Yes
Condition: Gravel road
Restrictions to access: Yes
Speed restrictions: Yes, 40km/h

1.8 AVAILABLE DRAWINGS
Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS
Significant health and safety hazards identified by Designer and Client Agent:

Public Access to Houses
Pedestrians on the Road
Multi Skilled persons working together
Operation of Heavy duty machinery
Traffic

Normal construction hazards expected are as follows:

Bricklaying
Brushcutting
Bulk Mixing Plant
Chainsaw Use
Compacting and Filling
Compactor Operations
Concrete Pumping
Confined Spaces
Contaminated Land
Cutting Kerbs
Cutting Off Disc
Electric Tools and Electrical Installations
Excavations
Fire
Flammable Liquids / Gas
Fragile Materials
Hand tools
Hazardous Substances
Kerb Laying
Lifting Operations
Manhole Rings and Pipes Storage
Manual Handling of General Items
Material / Passenger Hoist Operation
Members of Public
Night Work
Noise and Dust
Overhead Services (Working near)
Paving (Laying)
Plant/Vehicle and Equipment Operation
Road Construction
Road Working – in or next to (inc Traffic Management)
Transportation of Workers

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these risks.

**ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY)**

- Shoring Method Statement

**ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)**

| Permit to Dig / Permit to Enter Excavations: | Yes (SWP issues blank templates) |
| Permit to Work with Electricity: | Yes (Eskom or Municipality) |
| Confined Space Permit: | Yes (PC competent person) |
| Hot Works Permit: | Yes (PC competent person) |
| Permit to Work under Power Lines: | Yes (Eskom or Municipality) |
| Blasting: | Yes (Police to issue) |
| Temporary Works: | Shoring during trenching of depth greater than 1.5m and other potential dangerous trenches. |

**CONTRACTOR SAFETY OFFICER PROVISION**
Records of safety audits undertaken by the Contractor’s Safety Officer must be kept on site in the safety file and non-conformances reported by the Safety Officer to the Contractor's management team. All non-conformances identified by the Safety Officer must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

*Provision for a Full Time safety officer is applicable*

**TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION**
Traffic Management must be in place to ensure that the current traffic is not affected or placed at any risk by the construction vehicles which will be entering the site and ensure workers is kept safe from vehicles which is currently using the road
- Appropriate Road Safety Signage according to the National Road Traffic Act
- Competent Flagman’s
**ENVIRONMENTAL CONDITIONS**
Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain and wind. The open nature of the site works will not preclude any of the above.

**ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC**

<table>
<thead>
<tr>
<th>Access to site by Construction Vehicles:</th>
<th>TBA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access to site by Construction Workers and Visitors:</td>
<td>TBA</td>
</tr>
</tbody>
</table>

**ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD**

**Site camp location and set up**

- **Restrictions / requirements:**  
  Contractor to advise in consultation with Engineer
- **Storage areas:**
- **Security:**

**Ablutions and Welfare Arrangements**
Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Please note that toilets should be provided with built in facilities for hand washing:

- **Toilets:**
- **Washing facilities:**
- **Drinking Water:**
- **Shelter:**
- **Showers:**  
  Contractor to provide as per Regulations

**PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC**

**Excavation Fencing:** Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminants at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

**General Fencing of Site:** Note that construction sites in built up areas adjacent to public way must be fenced off and have controlled access points.

**Warning Notices:** As per regulations

**Look Outs:** Not required
**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overalls</td>
<td>Yes</td>
</tr>
<tr>
<td>Safety Harnesses</td>
<td>Yes</td>
</tr>
<tr>
<td>Hard Hats</td>
<td>Yes</td>
</tr>
<tr>
<td>Reflective Vests</td>
<td>Yes</td>
</tr>
<tr>
<td>Goggles / gloves / ear defenders / respiratory protection</td>
<td>Yes</td>
</tr>
<tr>
<td>Safety Footwear</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**HAZARDOUS SUBSTANCES**

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

- Cement
- Diesel
- Petrol

1.10 **INTERFACE AND RESTRICTIONS BY CLIENT**

Contractor must note that the following Client activities will continue during construction:

- Public Access to Residential Houses

The following Client safety rules and/or requirements are to be observed:

- All workers are to receive induction prior to commencement of work on site.
- Other safety rules and requirements to be advised at induction.
- Please also refer to tender document.

Restrictions on times, access or other restrictions by Client

- Normal working hours as per Client; refer to Basic Conditions of Employment

1.11 **SAFETY FILE RETURN TO CLIENT**

The Safety File for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either a hard copy format or on CD.
2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client’s documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;

- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client’s agent or a contractor; and

- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
  - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
  - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
  - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
  - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
  - appoint each contractor in writing for the part of the project on the construction site
  - take reasonable steps to ensure that each contractor’s health and safety plan is implemented and maintained on the construction site;
  - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
  - stop any contractor from executing construction work which is not in accordance with the client’s health and safety specifications and the principal contractor’s health and safety plan for the site or which poses a threat to the health and safety of persons;
  - where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
  - discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
  - ensure that a copy of both the principal contractor and contractor’s health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client’s agent;
• hand over a consolidated health and safety file to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

• in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;

• ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

• provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;

• open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;

• before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;

• co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;

• as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.
A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

### 2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor.

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.
2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a client, and such client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit

It must be noted that from August 2015 all projects that meet the following criteria will require a construction work permit to be applied for at least 30 days prior to the work being carried out:

- Exceeds 180 days
- Will involve more than 1800 person days of construction work
- Works contract is of a value equal to or exceeding thirteen million rand, or Construction Industry Grading Board (CIDB) grading level 6

It is the client’s responsibility to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractors safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

2.5 Assignment of Contractor’s Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to Annexure B at the end of this Health and Safety Specification).

2.6 Competency for Contractor’s Responsible Persons

The Contractor’s responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

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

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations.
2.9 **Health and Safety Organogram**

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

2.10 **Risk Assessments**

**Baseline Risk Assessment**

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the client, client’s agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member).

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.
The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor’s Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

2.13 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training.
2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by Annexure C in this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

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

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service deliver protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor’s risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

First Aid box/es must be adequately stocked at all time, accessible and be controlled by a qualified First Aider. If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor’s appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.
In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 db; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage.

2.23 Management Of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.
2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant:

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who:
  - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
  - has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm; and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that:

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
2.27 **Electrical Installations and Machinery on Construction Sites**

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 **Use and Temporary Storage of Flammable Liquids on Construction Sites**

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

2.29 **Water environments**

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for –

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

2.30 **Fire precautions on Construction Sites**

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
• in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
  only suitably protected electrical installations and equipment, including portable lights, are 
  used;
• there are no flames or similar means of ignition;
• there are conspicuous notices prohibiting smoking;
• oily rags, waste and other substances liable to ignite are without delay removed to a safe 
  place; and
• adequate ventilation is provided;
• combustible materials do not accumulate on the construction site;
• welding, flame cutting and other hot work are done only after appropriate precautions have been 
  taken to reduce the risk of fire;
• suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be 
  recommended by the Fire Chief or local authority concerned, and that such equipment is 
  maintained in a good working order;
• the fire equipment contemplated above is inspected by a competent person, who has been 
  appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
• a sufficient number of workers are trained in the use of fire-extinguishing equipment;
• where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the 
  case of a fire;
• the means of escape is kept clear at all times;
• there is an effective evacuation plan providing for all-
  • persons to be evacuated speedily without panic;
  • persons to be accounted for; and
  • plant and processes to be shut down; and
• a siren is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

• Shower facilities after consultation with the employees or employees representatives, or at least 
  one shower facility for every 15 persons;
• at least one sanitary facility for each sex and for every 30 workers;
• changing facilities for each sex;
• and sheltered eating area.

A contractor must provide reasonable and suitable living accommodation for the workers at construction 
sites who are far removed from their homes and where adequate transportation between the site and 
their homes, or other suitable living accommodation, is not available.

2.32 Fall protection

The Contractor must:
• designate a competent person to be responsible for the preparation of a fall protection plan
• ensure that the fall protection plan contemplated above is implemented, amended where and when 
  necessary and maintained as required; and
• take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-
• a risk assessment of all work carried out from a fall risk position and the procedures and 
  methods used to address all the risks identified per location;
• the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk 
  position and the records thereof;
• a programme for the training of employees working from a fall risk position and the records 
  thereof;
• the procedure addressing the inspection, testing and maintenance of all fall protection equipment; 
  and
• a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that—
• all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
• all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
• detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client’s agent or any employee;
• all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
• all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
• all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
• no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
• if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
• adequate precautionary measures are taken in order to—
  • secure any deck panels against displacement; and
  • prevent any person from slipping on temporary works due to the application of release agents;
  • as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
  • upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person.
• the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
• provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
• a temporary works drawing or any other relevant document includes construction sequences and methods statements;
• the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
• a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
• the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

• ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
• evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

• must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
• may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
  • the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
  • such an excavation is in stable material: Provided that-
    • permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
    • where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
• must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
• must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
• must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
• must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
• must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
• must ensure that every excavation, including all bracing and shoring, is inspected-
  • daily, prior to the commencement of each shift;
  • after every blasting operation;
  • after an unexpected fall of ground;
  • after damage to supports; and
  • after rain,
by the competent person, in order to ensure the safety of the excavation and of persons, and
those results must be recorded in a register kept on site and made available on request to an
inspector, the client, the client’s agent, any other contractor or any employee;
• must cause every excavation which is accessible to the public or which is adjacent to public roads
  or thoroughfares, or whereby the safety of persons may be endangered, to be –
  • adequately protected by a barrier or fence of at least one metre in height and as close to the
    excavation as is practicable; and
  • provided with warning illuminants or any other clearly visible boundary indicators at
    night or when visibility is poor, or have resort to any other suitable and sufficient
    precautionary measure where this is not practicable;
• must ensure that all precautionary measures stipulated for confined spaces as determined in the
  General Safety Regulations, 2003, are complied with by any person entering any excavation;
• must, where the excavation work involves the use of explosives, appoint a competent person in
  the use of explosives for excavation, and must ensure that a method statement is developed by
  that person in accordance with the applicable explosives legislation; and
• must cause warning signs to be positioned next to an excavation within which or where persons
  are working or carrying out inspections or tests.

2.35 Demolition Work

A contractor must appoint a competent person in writing to supervise and control all demolition work on
site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the
method of demolition to be used, a detailed structural engineering survey of the structure to be
demolished is carried out by a competent person and that a method statement on the procedure to be
followed in demolishing the structure is developed by that person.

During a demolition, the competent person contemplated in above must check the structural integrity of
the structure at intervals determined in the method statement contemplated in above, in order to avoid
any premature collapses.

A contractor who performs demolition work must with regard to a structure being demolished, take
steps to ensure that–

• no floor, roof or other part of the structure is overloaded with debris or material in a manner
  which would render it unsafe;
• all reasonably practicable precautions are taken to avoid the danger of the structure collapsing
  when any part of the framing of a framed or partly framed building is removed, or when reinforced
  concrete is cut; and
• precautions are taken in the form of adequate shoring or other means that may be necessary to
  prevent the accidental collapse of any part of the structure or adjoining structure;
• ensure that no person works under overhanging material or a structure which has not been
  adequately supported, shored or braced;
• ensure that any support, shoring or bracing contemplated above, is designed and constructed so
  that it is strong enough to support the overhanging material;
• where the stability of an adjoining building, structure or road is likely to be affected by demolition
  work on a structure, take steps to ensure the stability of such structure or road and the safety of
  persons;
- ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or
  other similar services which may in any way be affected by the work to be performed, and must
  before the commencement of demolition work that may affect any such service, take the steps
  that are necessary to render circumstances safe for all persons involved;
- cause every stairwell used and every floor where work is being performed in a building being
demolished, to be adequately illuminated by either natural or artificial means;
- cause convenient and safe means of access to be provided to every part of the demolition site in
which persons are required to work; and
- erect a catch platform or net above an entrance or passageway or above a place where persons
work or pass under, or fence off the danger areas if work is being performed above such entrance,
passageway, or place so as to ensure that all persons are kept safe where there is a danger or
possibility of persons being struck by falling objects.

A contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of
the structure, unless the area is effectively protected.

No person may dispose of waste and debris from a high place by a chute unless the chute-
- is adequately constructed and rigidly fastened;
- if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- where necessary, is fitted with a gate at the bottom end to control the flow of material; and
  discharges into a container or an enclosed area surrounded by barriers.

A contractor must ensure that every chute used to dispose of rubble is designed in such a manner that
rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling
along the chute.

A contractor must ensure that no equipment is used on floors or working surfaces, unless such floors or
surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos
related work is conducted in accordance with the Asbestos Regulations 2001.

Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related
work is conducted in accordance with the Lead Regulations, 2001.

Where the demolition work involves the use of explosives, a method statement must be developed in
accordance with the applicable explosives legislation, by an appointed person who is competent in the use
of explosives for demolition work and all persons involved in the demolition works must adhere to
demolition procedures issued by the appointed person.

A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and
disposed of from the site in accordance with the applicable legislation.

2.36 **Tunneling**

No person may enter a tunnel which has a height dimension of less than 800 mm.

2.37 **Scaffolding**

A contractor must appoint a competent person in writing who must ensure that all scaffolding work
operations are carried out under his or her supervision and that all scaffold erectors, team leaders and
inspectors are competent to carry out their work.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the
safety standards incorporated for this purpose into these Regulations under section 44 of the Act.
2.38 **Bulk mixing plant**

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

2.39 **Rope Access Work**

A contractor must –

- appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
- ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
- ensure that all rope access operators are competent and licensed to carry out their work.

No contractor may use or allow the use of rope access work unless –

- the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
- he or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

A contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.
2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS’s) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS’s shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS’s are being/go ing to be controlled by referring to:
  - Limiting the amount of HCS
  - Limiting the number of employees
  - Limiting the period of exposure
  - Substituting the HCS
  - Using engineering controls
  - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
  - Engineering methods considered
  - Admin control (number of employees exposed) considered
  - Personal protective equipment considered/decided on
  - Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

The Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a specialist contractor or a sub contractor with proven track record in the type of work to be performed.

The Contractor may only use explosives for work purposes where the following conditions in place:

- Explosives Regulations to be complied with in all respects.
- Contractor must be in possession of a Blasting Licence
- Blasting permit to be obtained
• Permit to transport explosives to be obtained
• Method statement to be drawn up and approved by professional team
• Municipal authorities may require advance notice of planned use of explosives
• Contractor must notify Provincial Director of Department of Labour on Annexure 2 at least 7 days prior to blasting taking place
• Contractor must have Workman’s Compensation and appropriate insurances in place

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos

The Contractor shall ensure that all asbestos work is done only by registered “Asbestos Contractor” as prescribed by the Asbestos Regulations, 2001. The Contractor shall submit an Asbestos Certificate from Department of Labour which refer to the prescribed requirements. The Contractor shall notify The Client if there are any asbestos materials to be used on site.

Besides the requirements listed above, should asbestos be identified as a hazard at the workplace, the following must be included in the health and safety plan or as soon as its available:

• Notification to the Provincial Director in writing, prior to commencement of asbestos work.
• Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
• Proof that an initial health evaluation was carried out by an occupational health practitioner within 14 days after commencement of work.
• Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
• Only proof that medical surveillance has been conducted and not the actual records itself since these areas of a confidential nature.
• How records are going to be kept safe for the stipulated period of 40 years.
• Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
• Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardized procedures for demolition work.

2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

• Providing competency and awareness training to the operators;
• Providing PPE or clothing;
• Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
• Inspect equipment regularly and keep records of inspections;
• Providing appropriate fire fighting equipment (Fire Extinguishers).
2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation;
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

2.48 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor’s own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.
2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor’s risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees’ health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor’s risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless:

- the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance
plan developed by a competent person based on the certificate of system design contemplated above and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the-

- appointment of the competent person;
- competency of erectors, operators and inspectors;
- operational design calculations, which must comply with the requirements of the system design certificate;
- performance test results;
- sketches indicating the completed system with the operational loading capacity of the platform;
- procedures for and records of inspections having been carried out; and
- procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design, including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

A contractor must submit a copy of the certificate of system design as per regulations for every new project.

A contractor must ensure that the outriggers of each suspended platform-

- are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
- have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that-

- the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- the machinery referred to above is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform-

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
- is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing-
  - the maximum mass load;
  - the maximum number of persons; and
  - the maximum total mass load, including load and persons, which the suspended platform can carry.
A contractor must cause-

- the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with manufacturer's specification;
- the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- the performance test contemplated above to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
- the performance test contemplated above of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110% of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.

A contractor must cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

A contractor must ensure that the suspended platform supervisor or the suspended platform inspector carries out a daily inspection of all the equipment prior to use, including establishing whether –

- all connection bolts are secure;
- all safety devices are functioning;
- all safety devices are not tampered with or vandalized;
- the total maximum mass load of the platform is not exceeded;
- the occupants in the suspended platform are using body harnesses which have been properly attached;
- there are no visible signs of damage to the equipment; and
- all reported operating problems have been attended to.

A contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the client, the client's agent or any employee upon request.

A contractor must ensure that all employees required to work or to be supported on a suspended platform are –

- medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
- competent in conducting work related to suspended platforms safely;
- trained or received training, which includes at least -
  - how to access and egress the suspended platform safely;
  - how to correctly operate the controls and safety devices of the equipment;
  - information on the dangers related to the misuse of safety devices; and
  - information on the procedures to be followed in the case of –
    - an emergency;
    - the malfunctioning of equipment; and
    - the discovery of a suspected defect in the equipment; and
  - instructions on the proper use of body harnesses.

A contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan, and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.
A contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

### 2.57 Material Hoists

A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.

A contractor must ensure that the tower of every material hoist is—

- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- provided with a door or gate at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause—

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

No contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.

A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

A contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist.

No contractor may require or permit any person to ride on a material hoist.

A contractor must ensure that every material hoist—

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- is properly maintained and the maintenance records in this regard are kept on site.
2.58 **Explosive Actuated Fastening Device**

No contractor may use or permit any person to use an explosive actuated fastening device, unless:

- the user is provided with and uses suitable protective equipment;
- the user is trained in the operation, maintenance and use of such a device;
- the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- the firing mechanism is so designed that the explosive actuated fastening device, will not function unless-
  - it is held against the surface with a force of at least twice its weight; and
  - the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle.

A contractor must ensure that:

- only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used;
- an explosive actuated fastening device is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed for that purpose;
- the safety devices of an explosive actuated fastening device are in good working order prior to use;
- when not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- an explosive actuated fastening device is not stored in a loaded condition;
- a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
- the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device are-
  - controlled and done in writing by a person having been appointed in writing for that purpose; and
  - recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.

Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measure in place. The public or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.
OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

<table>
<thead>
<tr>
<th>What</th>
<th>When</th>
<th>Output</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awareness training (Toolbox Talks)</td>
<td>At least fortnightly and before hazardous work is carried out</td>
<td>Attendance Register</td>
</tr>
<tr>
<td>Health and Safety Committee Meetings</td>
<td>Monthly</td>
<td>Minutes signed by the employer (Contractor) covering:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Health and Safety Representative Checklist</td>
</tr>
<tr>
<td>Health and Safety Reports</td>
<td>Monthly</td>
<td>Report covering:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Incidents/Accidents and Investigations</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Non conformance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Health and Safety Training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d) HIRA Updates</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e) Internal and External Audits</td>
</tr>
<tr>
<td>General Inspections</td>
<td>As per Health and Safety Specification and OHSA</td>
<td>Report on Health and Safety Specification and OHSA compliance:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Scaffolding</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Lifting Machinery</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Excavation</td>
</tr>
<tr>
<td>General Inspections</td>
<td>Monthly</td>
<td>Covering:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Fire fighting Equipment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Portable Electrical Equipment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Ladders</td>
</tr>
<tr>
<td>Record keeping</td>
<td>Ongoing</td>
<td>Covering:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) General complaints</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Fines</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) General incidents</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d) MSDS</td>
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<tr>
<td></td>
<td></td>
<td>e) Surveillance Medicals</td>
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<td></td>
<td></td>
<td>f) Inspection Register</td>
</tr>
<tr>
<td></td>
<td></td>
<td>g) Dept of Labour Notices</td>
</tr>
<tr>
<td>Permits</td>
<td>Before commencement with certain activities</td>
<td>As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations</td>
</tr>
</tbody>
</table>

Key:

OHSA – Occupational Health and Safety Act, 1993
ANNEXURE A

The Contractor shall submit the info in Annexure A below prior to construction commencement.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Health and Safety Specification Requirement</th>
<th>OHSA Requirement</th>
<th>Submission date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Notification of Intention to Commence Construction</td>
<td>Construction Regulations 2014</td>
<td>At least 7 days before commencement on site</td>
</tr>
<tr>
<td>2.</td>
<td>Construction Work Permit (not applicable to this site)</td>
<td>Construction Regulations 2014 (but only comes into effect from August 2015, and only with certain size and duration projects)</td>
<td>At least 30 days prior to project commencement</td>
</tr>
<tr>
<td>3.</td>
<td>Assignment of Responsible Person to Manage Building Work via Health and Safety Organogram</td>
<td>Construction Regulations 2014</td>
<td>Before commencement on site</td>
</tr>
<tr>
<td>4.</td>
<td>Competency for Health and Safety Positions</td>
<td>Client / Client Agent requirement</td>
<td>Before commencement on site</td>
</tr>
<tr>
<td>5.</td>
<td>Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993</td>
<td>COIDA Requirement</td>
<td>Before commencement on site</td>
</tr>
<tr>
<td>6.</td>
<td>Occupational Health and Safety Policy</td>
<td>Client / Client Agent requirement</td>
<td>Before commencement on site</td>
</tr>
<tr>
<td>7.</td>
<td>Risk Assessment, Safety Plan and Fall Protection Plan, Demolition Method Statement</td>
<td>Client / Client Agent requirement</td>
<td>Before construction work commences</td>
</tr>
</tbody>
</table>
### ANNEXURE B - The contractor shall make the following appointments, as required:

<table>
<thead>
<tr>
<th>Role</th>
<th>Reference Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive Officer</td>
<td>OSHACT 16(1)</td>
</tr>
<tr>
<td>Contract Director/Manager</td>
<td>OSHACT 16(2)</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>CR 8(1)</td>
</tr>
<tr>
<td>Construction Supervisor</td>
<td>CR 8(7)</td>
</tr>
<tr>
<td>Assistant Construction Supervisor</td>
<td>CR 8(8)</td>
</tr>
<tr>
<td>Construction Safety Officer</td>
<td>CR 8(5)</td>
</tr>
<tr>
<td>Traffic Safety Officer</td>
<td></td>
</tr>
<tr>
<td>Safety Representative (where &gt; 20 employees on site)</td>
<td></td>
</tr>
<tr>
<td>Temporary work Designer</td>
<td>CR 12(1)</td>
</tr>
<tr>
<td>Temporary work Supervisor</td>
<td>CR 12(2)</td>
</tr>
<tr>
<td>Construction risk assessor</td>
<td>CR 9(1)</td>
</tr>
<tr>
<td>Excavation Supervisor</td>
<td>CR 13(1)(a)</td>
</tr>
<tr>
<td>Demolition Supervisor</td>
<td>CR 14(1)</td>
</tr>
<tr>
<td>Scaffold Supervisor</td>
<td>CR 16(1)</td>
</tr>
<tr>
<td>Suspended Platform Supervisor</td>
<td>CR 17(1)</td>
</tr>
<tr>
<td>Material Hoist Inspector</td>
<td>CR 19(8)(a)</td>
</tr>
<tr>
<td>Material Hoist Operator</td>
<td>CR 19(6)</td>
</tr>
<tr>
<td>Bulk Mixing Plant Supervisor</td>
<td>CR 20(1)</td>
</tr>
<tr>
<td>Bulk Mixing Plant Operator</td>
<td>CR 20(2)</td>
</tr>
<tr>
<td>Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR 21(2)(g)(1)</td>
<td></td>
</tr>
<tr>
<td>Construction Vehicle and Mobile Plant Operator (CR 23(1)(d)(i)</td>
<td></td>
</tr>
<tr>
<td>Controller of Temporary Electrical Installations (CR 24(c)</td>
<td></td>
</tr>
<tr>
<td>Stacking Supervisor</td>
<td>CR 28(a)</td>
</tr>
<tr>
<td>Fire Extinguishing Equipment Inspector</td>
<td>CR 29(h)</td>
</tr>
<tr>
<td>Fall Protection Plan Developer</td>
<td>CR 10(1)(a)</td>
</tr>
<tr>
<td>Incident Investigator</td>
<td>OSHACT 9(2)</td>
</tr>
<tr>
<td>Competent Person – Confined Spaces</td>
<td>GAR 5(1)</td>
</tr>
</tbody>
</table>
BASELINE RISK ASSESSMENT FOR PROJECT

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

<table>
<thead>
<tr>
<th>HAZARD</th>
<th>RISK</th>
<th>RISK RATING (High / Medium / Low)</th>
<th>MINIMUM CONTROL MEASURES</th>
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<tr>
<td>1. Bricklaying</td>
<td>Caustic contamination with mortar</td>
<td>• M</td>
<td>• Use only trained personnel&lt;br&gt;• Safe means of access to be provided&lt;br&gt;• Safe/Suitable working platform required where working at height&lt;br&gt;• PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination</td>
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<td></td>
<td>Contact with sharp bladed tools</td>
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<td>2. Brushcutting</td>
<td>Injury from contact with blade/nylon&lt;br&gt;Fire (where petrol used)&lt;br&gt;Electrocution (where electrical tool used)</td>
<td>• M</td>
<td>• Person using brushcutter must be trained and competent&lt;br&gt;• Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat&lt;br&gt;• Brushcutter must be in good condition and maintained&lt;br&gt;• Adequate supervision on site at all times.&lt;br&gt;• No smoking when refuelling, fire extinguisher to be on hand (where petrol used as fuel source)</td>
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<td>3. Chainsaw Use</td>
<td>Falling tree or branches causing injury to persons&lt;br&gt;Incorrect use of chainsaw causing injury</td>
<td>• M</td>
<td>• Person using chainsaw must be trained and competent&lt;br&gt;• Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat, chainsaw trousers and jacket&lt;br&gt;• Chainsaw must be in good condition including guards.&lt;br&gt;• Clear area below area of chainsaw use and where tree felling.&lt;br&gt;• When using chainsaw at height practice safety procedures.</td>
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<td>4. Compacting and Filling</td>
<td>Contact with tipping materials&lt;br&gt;Contact with moving plant&lt;br&gt;Vehicles/personnel falling into excavations&lt;br&gt;Contact with underground services</td>
<td>• L</td>
<td>• Trained banksman to control vehicles movement&lt;br&gt;• Only trained personnel use plant&lt;br&gt;• Personal Protective Equipment to be worn&lt;br&gt;• Personnel to stand clear as materials are being tipped&lt;br&gt;• Use stop blocks and signs to warn vehicles of excavations, where applicable&lt;br&gt;• Stand clear of plant whilst materials are being compacted&lt;br&gt;• Establish position of underground services and protect services from damage</td>
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<td>5. Compactor Operations</td>
<td>Crushing of feet</td>
<td>• L</td>
<td>• Only trained and competent personnel to use the machine&lt;br&gt;• Ensure operative wears steel toe cap shoes or boots at all times</td>
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<td>6. Concrete Pumping</td>
<td>Sprains and strains&lt;br&gt;Hit by pump&lt;br&gt;Concrete burns&lt;br&gt;Collapse/bursting of structure</td>
<td>• M</td>
<td>• Personnel to be in clear vision of pump operator&lt;br&gt;• Trained pump operator&lt;br&gt;• Personnel working with the concrete to wear the appropriate personal protective equipment to protect against cement burns&lt;br&gt;• Design of structure being loaded to be approved by competent designer and inspected before, during and after loading&lt;br&gt;• Pump to be well maintained</td>
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| 7. Confined Spaces            | Suffocation, Fumes               | **H**                             | • Ensure that confined space is sufficiently ventilated  
• Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality  
• Test oxygen levels in confined space to ensure that is safe for entry  
• Ensure that emergency procedures in place                                                                 |
| 8. Cutting Kerbs              | Saw slipping, Blade disintegrating, Noise and dust | **M**                             | • Only trained operators to use saw and change blades.  
• Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection.  
• People to be kept away from the work area.  
• Work to cease if people have to pass.  
• Sparks etc. to be directed away from people and any flammable material. |
| 9. Cutting Off Disc           | Noise  
Cuts from machine  
Fire (particularly at refuelling)  
Flying debris  
Blade shattering  
Contamination by fume created or exhaust fume | **M**                             | • Use competent personnel.  
• Hot works control- fire extinguisher, fire watchman. (Permit may be required)  
• PPE to include gloves, eye protection, hearing protection  
• Solid working position.  
• Clear working area  
• Correct grade of blade must be used.  
• Good ventilation to be provided (forced if necessary).  
• Changing of wheels to be by competent persons only  
• Cut off discs must not be used for grinding (grinding disc thicker)  
• Bystanders to wear hearing protection, as applicable |
| 10. Electric Tools and Electrical Installations | Electric shock  
Fire | **M**                             | • Electric tools and installations to be in good condition  
• Inspect electric tools before use  
• Do not use electric tools in wet/damp conditions  
• Use personal protective equipment such as insulated gloves  
• Electrical installations register to be maintained, inspected by competent person |
| 11. Excavations (Working in and around) | Toxic fumes  
Collapse of trench walls/trapping  
Falling into excavation  
Collapse of adjacent structures | **M**                             | • Deep excavations / monitor air for toxic fumes  
• Prevent collapse by battering back sides to a safe angle or install temporary support  
• Protect vehicles from falling into excavations – provide barriers, signage, etc as necessary  
• Beware of undermining of other structures (eg: buildings, scaffolds)  
• Record excavation inspections by competent person on daily basis  
• Provide suitable means of access/egress in case of emergency.  
• Excavations formed by explosives must be accompanied by method statement approved by Client |

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| 12. Fire                        | Injuries to workers, pedestrians, residents, road users, damage to property through fire | L                                 | • No littering on site which could become fire hazard, maintain site in clean condition.  
• No fires to be lit on site. Have a working fire extinguisher at hand at all times.  
• No smoking or naked flame near flammable substances or in unauthorised areas  
• Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices |
| 13. Flammable Liquids and Gases (Use of) | Fire Explosion                                      | L                                 | • No littering on site which could become fire hazard, maintain site in clean condition.  
• Have a working fire extinguisher at hand at all times.  
• No smoking or naked flame near flammable substances or in unauthorised areas  
• Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices  
• Equipment must be in good condition, maintained  
• Personnel using substances must be trained in safe use and risks |
| 14. Fragile Materials           | Persons or items falling through fragile materials    | L                                 | • All fragile materials to be identified and protected prior to work commencing.  
• Protection to include either covering the fragile materials or excluding activity.  
• Any coverings to be secured in place  
• The location of the fragile materials to be indicated by signage |
| 15. Hand tools                  | Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked | L                                 | • Ensure:  
• Tool is correct for job  
• Tool is in good order and suitably sharp  
• Personnel must be competent/instructed in tool usage and tool safely  
• Lighting is sufficient  
• Access is safe, working platform is secure, leading edge is guarded  
• Operative is wearing all necessary PPE |
| 16. Hazardous Substances        | Injuries to workers through use of hazardous substances, eg: injuries to eyes, skin, etc | L                                 | • Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc)  
• Know what First Aid measures are  
• Have welfare facilities available for washing of hands, etc |
| 17. Kerb Laying                 | Nips at joints Crushing by kerbs Caustic burns        | M                                 | • Impervious gloves and barrier cream to be used to protect hands.  
• Personnel should be aware of safe manual handling techniques when handling kerbs. |
### HAZARD | RISK | RISK RATING (High / Medium / Low) | MINIMUM CONTROL MEASURES
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18. Lifting Operations | Falling material Crushing by materials Hand injuries to the slinger Toppling crane | M | • Check test certificate • Check examination certificate • Check inspection have been carried out • Check certificates for lifting equipment (chains, slings, shackles, etc) • Ensure lifting gear is rated to carry load (SWL) • Ensure materials being lifted are properly packaged and slung. • Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. • Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. • Only trained banksmen to be used. • The crane driver and the banksman are to ensure that the signals given are clearly understood.
19. Manhole Rings and Pipes Storage | Rolling of rings Collapse of pipes Crushing of persons Stock pile collapse | M | • Manhole rings must be stored flat to prevent them being rolled. • Banks of pipe stock piles are not to be broken until they are ready for use. • Personnel must stand to the side when breaking bands so as not to be hit by falling pipes. • Pipes must be wedged to prevent rolling
20. Manual Handling of General Items | Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried | M | • Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, eg: safety footwear and gloves. • Operative to get assistance if load too heavy- team lift if necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take weight of operative and load being carried. • Personnel to ensure item being carried is properly bonded or is not be liable to break apart whilst being manually handled.
21. Members of Public – Protection of Injury to member of public and road users from site works | H | • Barriers and signage to be in place • Workers must warn away any members of public from the works • 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 • Traffic turning into site – traffic management and signage as required. • 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 • 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.
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| 22. Noise and Dust | Breathing in dust can cause long term health problems, noise can damage hearing | L | • Wear respiratory and hearing protection  
• Dampen down and minimise dust where possible. |
| 23. Overhead Services  
(Working near) | Contact with live services causing injury to personnel  
Damage caused to services | H | • Maintain safe clearance levels  
• Establish presence of any services via proper walk through survey of site and/or means of service drawings  
• Wear personal protective clothing  
• Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services  
• Obtain information on clearance levels from service provider |
| 24. Paving (Laying) | Impact injuries from tile / mallet  
Caustic burns  
Sore knees  
Cuts from cutter | M | • Impervious gloves to be worn/ barrier cream to be used  
• Kneelers or similar to be available  
• Personal protective equipment to be worn – for example if saw used to cut pavers |
| 25. Plant or Vehicles and Equipment Operation | Workers injured by passing traffic  
Road users and pedestrians at risk from plant operation  
Noise | H | • Implement traffic protection measures  
• Trained and competent operators must be used  
• Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition.  
• Medical certificates of fitness required for construction plant.  
• Crossing of road by construction vehicles or machines must be limited to the practical minimum  
• Plant and vehicles must be fitted with amber rotating beacons and reverse alarms.  
• Wear appropriate protective clothing/equipment, eg: goggles, gloves, ear defenders, etc as appropriate. |
| 26. Road Construction | Risk of being struck by vehicles | M | • Ensure traffic management measures in place  
• No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual.  
• Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing.  
• Crossing of road by personnel must be limited to the practical minimum  
• Use of fencing or other barriers as appropriate |
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| 27. Road Working – working in or next to road | Injury to workers caused by passing traffic Injury to road users and pedestrians by works | M | • Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site.  
• Traffic management plan to be approved by Municipality and, if necessary, traffic department  
• No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual.  
• Use safety signage to warn traffic and pedestrians of construction works  
• Where existing walk ways/pavements affected by works, must direct pedestrian traffic away to safe walking area.  
• Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing.  
• Crossing of road by personnel must be limited to the practical minimum  
• Use of fencing or other barriers as appropriate |
| 28. Include any other risks not included in above into this section | | | |

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### ISSUE REGISTER

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### Acknowledgement:

I, ______________________________________________________ representing _______________________________________________ (Contractor), have satisfied myself with the content of this Health and Safety Specification and shall ensure that our employees and contractors on site comply with the requirements of this document, our safety documentation and health and safety legislation.

__________________________________________  ______________________

Signature of Contractor                Date

### Comments:

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