



MHLONTLO LOCAL MUNICIPALITY

TENDER FOR CIVIL ENGINEERING WORKS:

CONSTRUCTION OF MVUMELWANO SPORTSFIELD PHASE 2

ISSUED BY:

**MUNICIPAL MANAGER
MHLONTLO LOCAL MUNICIPALITY
QUMBU
5180**

PREPARED BY:

**MASILAKHE CONSULTING (PTY) LTD
47 ST JAMES ROAD
SOUTHERNWOOD
EAST LONDON
5201**

NAME OF TENDERER:

PRICE OF TENDER INCLUDING VAT R.....

NOTICE TO TENDERERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A tender not complying with the peremptory requirements stated hereunder will be regarded as not being an *"Acceptable Tender"*, and as such will be rejected.

"Acceptable Tender" means any tender which, in all respects, complies with the conditions of tender and specifications as set out in the tender documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 34350, dated 8 June 2011, in terms of which provision is made for this policy.

1. If a **VALID ORIGINAL** tax clearance certificate/Pin or copy thereof (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the tender document on closing date of the tender. **(An expired tax clearance certificate submitted at the closure of the tender will NOT be accepted)**
2. If any pages have been removed from the tender document, and have therefore not been submitted, or a copy of the original tender document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the tender.
5. The use of correction fluid (i.e. tippex/correctional fluid) or any erasable ink, e.g. pencil.
5. Non-attendance of compulsory information session
7. The Tender has not been properly signed by a person having the authority to do so. (Refer to Declaration)
8. Particulars required in respect of the tender have not been completed, except if information required on Preferencing Point System in respect of Broad Based Black Economic Empowerment Systems, is not completed, the tender will not be disqualified but no preference points will be awarded.
9. The Tenderer attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
10. The tender has been submitted either in the wrong tender box or after the relevant closing date and time.
11. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – "Equity ownership") by a designated employer that it complies with the Employment Equity Act 55 of 1998.
12. If any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors / members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months. (Copies of all latest relevant municipal accounts of the tendering entity or in the case of joint ventures, each entity constituting the joint venture must be attached to this tender).
13. If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.
14. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

15. The Tenderer will be rejected if they are not registered in the required CIDB contractor grading designation (category) or higher, if required in this tender documentation.
15. Tender offers will be rejected if the Tenderer or any of his directors is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
17. Tender offers will be rejected if the Tenderer has abused the MLM's Supply Chain Management System
18. Non submission of financial statements if required (**SEE TENDER DATA OR PRICING SCHEDULE**)
19. If the following have not been fully completed and signed:

FORM 2.2.3	Declaration of Validity of Information Provided
FORM 2.2.4	Declaration of Interest (In the Service of the State (MBD4)
FORM 2.2.5	Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)
FORM 2.2.5	Declaration for Procurement above R10 million (if applicable)
FORM 2.2.7	Certificate of Independent Tender Determination (MBD 9)

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, MHLONTLO LOCAL MUNICIPALITY (MLM).
2. TENDER, TENDER AND VARIATIONS THEREOF
3. JOINT VENTURE / CONSORTIUM

MHLONTLO LOCAL MUNICIPALITY

DEPARTMENT NAME: ENGINEERING SERVICES

CONTRACT NO: MIG/EC/CS/346520-20/21

FOR: CONSTRUCTION OF MVUMELWANO SPORTFIELD PHASE 2

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERING ENTITY:

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

E-mail ADDRESS:

CONTRACT PRICE: R
(Amount brought forward from the Form of Offer and Acceptance) *

Signed by authorised representative of the Tendering Entity:

DATE:

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

MHLONTLO LOCAL MUNICIPALITY

TENDER NO: MIG/EC/CS/346520-20/21

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Part T1: Tendering Procedures

T1.1 TENDER NOTICE AND INVITATION TO TENDER

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T.1

**TENDER NOTICE AND INVITATION TO
TENDER**

T1.1 BID NOTICE & INVITATION TO TENDER

MHLONTLO LOCAL MUNICIPALITY



T1.1: TENDER INVITATION

PROJECT NAME	CIDB	CONTRACT NUMBER	ADVERT DATE	BRIEFING DATE	CLOSING DATE
CONSTRUCTION OF MVUMELWANO SPORTFIELD PHASE 2	4CE or Higher	MIG/EC/CS/346520- 20/21	23 th June 2020	Tenderers will be advised to utilize the layout plan and visit the site on their own time due to COVID 19 regulations.	17 th July 2020 12h00 PM, Qumbu Foyer

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

Tenderers must take particular note of the following:

1. Tenderers are required to submit valid SARS Tax Clearance Certificate or Pin with the tender in order to be considered.
2. Tenders must declare performance guarantee as per contract
3. Tenderers are required to submit the Company Profile.
4. Tenderers are required to submit proof of registration with CIDB, for A Joint venture must submit a proof of registration with consolidated CIDB grading.
5. A valid original B-BBEE status level verification certificate or a certified copy thereof, sustaining the BBEE rating issued by a verification agency accredited by SANAS (South African Nation Accreditation system).

6. A Joint venture must submit a consolidated valid original B-BBEE status level verification certificate or A certified copy thereof substantiating their B-BBEE rating issued by a verification agency accredited by the SANAS (South African Nation Accreditation system).
7. Submit Joint Venture agreement in the case of joint venture.
8. Tenderers are required to submit the methodology
9. Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page
10. Submit Proof of Municipal rates no later than one month
11. Submit Central Supplier Database Report not later than one month
12. Failure to submit a comprehensive JV agreement (where applicable) individual partners are to comply and submit all relevant documents.
13. A pre-qualification criterion for preferential is applicable, therefore a minimum appointed service provider would be required sub-contract part of their works to the designated groups contemplated in terms of regulations 2017.

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and will not be considered forward.

Tender documents will be available **from www.etender.gov.za and www.mhlontloli.gov.za** . The service providers are advised to inspect the site utilizing the provided layout plans at their own time and seek clarity by contacting the Consultants to the project.

Evaluation Criteria

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered for price and equity.

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in	25	Grader X1	5
		TLB X1	5
		Tipper Truck X5	5
		Excavator X1	5
		Water TankerX2	5

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
forfeiting the plant points		Leasing with proof of all the above	10
		None of the above	0
Company experience in terms of projects completed	25	Five(5) projects upwards	25
		Four Projects	20
		Three projects	15
		Two projects	10
		One project	5
		None of the above	0
Key Personnel and Qualification	20	Project Manager/Contract Manager: (ND Civil Eng. or Equivalent)	10
		Health and Safety Officer (OHS Cert)	4
		Site Foreman (Skill)	6
		None of the above	0
Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
		Basic methodology with time frames	10
		Unclear methodology with no time frames	0
TOTAL	100	Minimum	70

Only Bidders who score 70% or more on Stage 1 would be evaluated further and eligible for award.

Preferential Procurement Regulations, 2011 Pertaining to the MFMA will apply.

80 points for price

20 points for B-BBEE status level contributor. The joint venture company needs to submit a consolidated B-BBEE certificate in order to store B-BBEE points.

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact Ms B. Jara at 066 485 7564.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms Z. Petse @ 063 686 7225

.....
Acting Municipal Manager
Mr T.P. Mase
Mhlontlo Local Municipality
P.O. Box 31
Qumbu
5180

1.

INVITATION TO TENDER

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE MLM ENGINEERING SERVICES
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TENDER NUMBER: **MIG/EC/CS/346520-20/21**CLOSING DATE: **Friday 17 July 2020**CLOSING TIME: **12h00**DESCRIPTION: **CONSTRUCTION OF MVUMELWANO SPORTFIELD PHASE 2****The successful Tenderer will be required to fill in and sign a written Contract Form (SBD 7).**

TENDER DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

Mhlontlo Local Municipality, Ground Floor, 95 Lungile Mabindla Street, Qumbu, 5180**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 a day, 7 days a week.

ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF TENDERER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELLPHONE NUMBER

FACSIMILENUMBER CODE..... NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 5.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) OR

A REGISTERED AUDITOR [TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF TENDERER

DATE.....

CAPACITY UNDER WHICH THIS TENDER IS SIGNED.....

TOTAL TENDER PRICE.....TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE TENDERING PROCEDURE MAY BE DIRECTED TO:

Contact person	Ms B. Yase
Tel no.	066 485 7564.
Fax no.	047 553 0185
E-mail address	bjara@mhlontloli.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact person	MS Z Petse	Ms Y X Ngatyelwa
Tel no.	063 686 7225	076 790 9070
Fax no.	047 553 0185	047 553 0185
E-mail address	petsezibele@gmail.com	mylompie@gmail.com

T1.2

TENDER DATA

T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the **Government Gazette No 33239** dated **28 May 2010**. A copy is attached hereto, immediately after page 18.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of Tender conditions in Annex F.

The **Standard Conditions of Tender** for Procurements makes 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.

Clause number	Data
F.1.1 ACTIONS	The Employer is: MHLONTLO LOCAL MUNICIPALITY 95 LUNGILE MABINDLA STREET QUMBU 5180
F.1.2 TENDER DOCUMENTS	The tender documents issued by the Employer comprise: THE TENDER Part T1 Tendering procedures Part T1.1 Tender notice and invitation to tender Part T1.2 Tender data Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules THE CONTRACT Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity /Activity Schedules Part C3 Scope of Works C3 Scope of Works Part C4 Site Information C4 Site Information
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's agent is: Name: Masilakhe Consulting Address: 47 St James Road, Southernwood East London, 5200 Tel: 043 722 3340 Fax: 043 722 3349 E-mail: info@masilakhe.co.za
F.2.1 ELIGIBILITY	Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE PE or higher class of construction work are eligible to submit tenders.

Clause number	Data
	Joint Ventures are eligible to submit tenders provided that:
	<ul style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the CE class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE PE or higher or higher class of construction work.
F.2.7 CLARIFICATION MEETING	The arrangements for a compulsory information session are stated in the Tender Notice and Invitation to Tender. Completion of the Attendance Register at the Briefing Meeting will be deemed as proof of attendance. Tenderers are however obligated to complete and sign the included form.
F.2.12 ALTERNATIVE TENDER OFFERS	<p>If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Engineer.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.1 SUBMITTING A TENDER OFFER	Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works
F.2.13.3 SUBMITTING A TENDER OFFER	<p>The <u>whole original</u> tender document, <i>as issued by the MLM</i> shall be submitted. <i>No copies will be accepted.</i></p> <p>Tenders may only be submitted on the Tender documentation issued by the MLM.</p>
F.2.13.5 SUBMITTING A TENDER OFFER	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p style="text-align: center;">Tender box at the Offices of the Mhlontlo Local Municipality 95 Lungile Mabindla Street Qumbu 5180</p> <p>Identification details: MIG/EC/CS/346520-20/21</p> <p>Description of project: CONSTRUCTION OF MVUMELWANO SPORTFIELD</p>
F.2.15 CLOSING TIME	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.15	The tender offer validity period is 90 days .

Clause number	Data
TENDER OFFER VALIDITY	
F.2.18 PROVIDE OTHER MATERIAL	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 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided to the construction site for the Engineer and his representative at all stages, as well as to service providers for relocation of services, as well as specialists (geotechnical and survey).
F.2.23 CERTIFICATES	<p>The Tenderer is required to submit with his tender.</p> <ol style="list-style-type: none"> 1) a Certificate of Contractor Registration issued by the Construction Industry Development Board. 2) where the tendered amount inclusive of VAT exceeds R 10 million: <ol style="list-style-type: none"> i) 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; ii) 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; iii) 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; iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. 3) A valid Tax Clearance Certificate/Pin 4) Bidders must be registered with the National Treasury Central Supplier Database or provide proof that a request for registration has been submitted. 5) A BBBEE status level verification certificate 5) A preliminary, project specific Health & Safety plan <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>
F.3.4 OPENING OF TENDER SUBMISSIONS	Tenders will be opened immediately after the closing time for tenders at Mhlontlo Local Municipality, 95 Lungile Mabindla Street, Qumbu, 5180
F.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.3.9 3.9.1 ARITHMETICAL ERRORS	<p>Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ol style="list-style-type: none"> a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rates can be adjusted, but the line item total shall not 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.

Clause number	Data
F.3.11 EVALUATION OF TENDER OFFERS	The preference procedure for evaluation of responsive tender offers shall be the 90/10 point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10
F.3.13.1 ACCEPTANCE OF TENDER OFFER	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> the tenderer's tax matters have been declared by the South African Revenue Service to be in order; the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; and has completed the Compulsory Enterprise Questionnaire 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. <p>Tenders containing any one or more of the errors or omissions, or tenders not having complied with any one of the peremptory tender conditions as detailed on page 2 of this tender document, shall not be considered and shall automatically be rejected.</p>
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one .
ADDITIONAL CONDITIONS APPLICABLE TO THIS TENDER	<p>The additional conditions of tender are:</p> <ol style="list-style-type: none"> The Employer/Engineer may also request that the Tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. The tender document shall be submitted as a whole and shall not be taken apart. List of returnable documents (PART T2) must be completed in full. (A Tenderer's company profile will not be used by the MLM to complete PART T2 on behalf of the Tenderer) <p>NB: If PART T2 is not completed in full by the Tenderer, this offer will be rejected.</p>

Annex F : Standard Conditions of Tender

The tender conditions are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per CIDB Board Notice No. 85 of 2010 published in Government Gazette No. 33239 of 28 May 2010 and as amended from time to time. (see www.cidb.org.za)

The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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 practises.

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 decision where conflict exists 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 interests 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 decision taken.

F.1.1.3 The employer shall not seek and a tenderer shall not 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 purposes 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 personnel interests 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 personnel or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the Tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

- 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; and
- 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) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and Employer's agent

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

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.5 Procurement procedures

F.1.5.1 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.1.5.2 Competitive negotiation procedure

F.1.5.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers 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 the Tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

F.1.5.2.2 All responsive Tenderers, or not less than three responsive Tenderers that are 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 Tenderer'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.1.5.2.3 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 weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.5.2.4 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.1.5.3 Proposal procedure using the two stage-system

F.1.5.3.1 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.1.5.3.2 Option 2

F.1.5.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive Tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.5.3.2.2 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 of 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

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 requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of 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 versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.5 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 the 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. Erasures and the use of masking fluid are prohibited.

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.2.13 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 copies 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 packages marking the packages 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.2.13.5 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**
- F.2.15.1** 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.2.15 Tender offer validity**
- F.2.15.1** 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.2.15.2** 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.2.15.3** 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.2.15.4** 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 samples of materials, considered necessary by the employer for the purpose of a 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 inspections, tests and analysis as provided for in the tender data.
- F.2.20 Submit securities, bonds, policies, etc.**

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 the 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 the 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 tenderer applies for an 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 the closing time stated 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 Tenderers' 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, preferences claimed 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 persons 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 Tenderers' agents 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 the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.5 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 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.
- d) Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tender offers for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of 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:
 - iii) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - iv) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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.
- b) 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.

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.3.11.1 & F.3.11.2	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preferences):</p> <p>a) Price/Financial</p> <p>Score the financial offers of remaining responsive tender offers using the following formula: $N_{FO} = W_1 \times A$ where: N_{FO} = the number of tender evaluation points awarded for the financial offer. W_1 = the maximum possible number of tender evaluation points awarded for the financial offer and equals:</p> <p>i) 90 where the financial value inclusive of VAT of all responsive tenders received is in excess of R1 000,000 or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R1 000,000.555</p> <p>A = a number calculated using either formulas 1 or 2 below, whichever is relevant.</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1</th><th>Option 2</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = (1 + \frac{P - P_m}{P_m})$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = (1 - \frac{P - P_m}{P_m})$</td><td>$A = P_m / P$</td></tr></table> <p>where: P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.</p> <p>b) Preference</p> <p>Up to 100 minus W_3 tender evaluation points will be awarded to Tenderers who are found to be eligible for the preference points claimed.</p>	Formula	Comparison aimed at achieving	Option 1	Option 2	1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1	Option 2										
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$										
F.3.11.3	<p>The quality criteria, minimum and maximum score in respect of each of criteria shall be as follows:</p> <table><tr><th>Quality criteria</th><th>Sub-criteria</th><th>Minimum number of points</th><th>Maximum number of points</th></tr><tr><td>Availability of key (major) plant and equipment</td><td></td><td>7</td><td>10</td></tr></table>	Quality criteria	Sub-criteria	Minimum number of points	Maximum number of points	Availability of key (major) plant and equipment		7	10				
Quality criteria	Sub-criteria	Minimum number of points	Maximum number of points										
Availability of key (major) plant and equipment		7	10										

Contract execution and quality	Contract programme	7	10
	Quality Plan and Control	7	10
Experience of the key staff (assigned personnel) in relation to the scope of work	General qualifications	7	10
	Adequacy for the assignment	7	10
Experience with respect to specific aspects of the project / comparable projects		35	50
Possible score for quality		70	100

Quality shall be scored independently by not less than three evaluators as detailed below. Scores of 40, 70, 90 or 100 shall be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules. **NB: A score of zero shall be allocated where no information is provided for evaluation.**

The scores of each of the evaluators shall then be averaged and then totalled to obtain the final score for quality. **To qualify to be considered further, a Tenderer must score at least a total score higher than or equal to the minimum number of points for quality as shown above. Submissions that do not meet these criteria will not be considered in further evaluations and thus declared non-responsive.**

The scoring of the Tenderer's Availability of key (major) plant and equipment will be as follows (**NB: Ownership of plant and equipment will only be accepted if a verifiable list of assets shows such plant and equipment. Assurance of availability/use of hired plant and equipment shall only be considered acceptable if there is a firm undertaking from a plant hire company that, should the bidder be successful in this Bid, the plant hire company will provide the listed plant and equipment. Such undertaking shall also include a list of equipment that would be available to the bidder upon success of its Bid. A mere list of plant and equipment to be hired will not suffice.**):

Poor (score 40)	Tenderer does not <u>own</u> any (primary and secondary) of the required key (major) plant and equipment, and cannot <u>assure</u> use of hired plant and equipment during the contract period.
Satisfactory (score 70)	Tenderer owns primary required key (major) plant and equipment or can guarantee use of primary required key (major) plant and equipment for duration of the contract period, but DOES NOT own secondary required key (major) plant and equipment, and CANNOT assure use of hired plant and equipment during the contract period.
Good (score 90)	Tenderer owns ALL (primary and secondary) required key (major) plant and equipment or can guarantee use of ALL (primary and secondary) required key (major) plant and equipment for duration of the contract period.
Very good (score 100)	Tenderer owns primary and secondary that are more advanced and efficient than the required primary and secondary key (major) plant and equipment or can guarantee use of such advanced primary and secondary plant and equipment for duration of the contract period.

The scoring of the Contract execution and quality plan (method statement) shall be as follows:

	Contract Programme	Quality Plan
Poor (score 40)	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is lack of clarity and logic in the sequencing.	The quality approach and/or methodology are poor/is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the Scope of Work and/or does not deal with the critical aspects of the project.
Satisfactory (score 70)	All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing and project deliverables.	The quality approach is generic and not tailored to address the specific project objectives and requirements. The quality plan does not adequately deal with the critical characteristics of the projects.

Good (score 90)	The work plan fits the project deliverables well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.	The quality plan is specifically tailored to the critical characteristics of the projects.
Very good (score 100)	Besides meeting the "good" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the Tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.	Besides meeting the "good" rating, the important quality issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches.

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

	General qualifications (Greater weighting will be given to the team leader)	Adequacy for the assignment (Greater weighting will be given to the team leader)	Knowledge of issues pertinent to the project (Greater weighting will be given to the team leader)
Poor (score 40)	Key staff have limited levels of general experience.	Key staff have limited levels of project specific education, training and experience.	Key staff have limited experience of issues pertinent to the project.
Satisfactory (score 70)	Key staff have reasonable levels of general experience.	Key staff have reasonable levels of project specific education, training and experience.	Key staff have reasonable experience of issues pertinent to the project.
Good (score 90)	Key staff have extensive levels of general experience.	Key staff have extensive levels of project specific education, training and experience.	Key staff have extensive experience of issues pertinent to the project.
Very good (score 100)	Key staff have outstanding levels of general experience.	Key staff have outstanding levels of project specific education, training and experience.	Key staff have outstanding experience of issues pertinent to the project.

The scoring of the Tenderer's experience will be as follows (* **NB – similar project refers to projects involving the construction of roads**):

Poor (score 40)	Tenderer has limited experience (has handled individual similar projects* of less than 75% of the estimated value of the Works).
Satisfactory (score 70)	Tenderer has handled individual similar projects* of the range over 75% to 100% of the estimated value of the Works, or has handled only one similar project of up to the estimated value of this Contract.
Good (score 90)	Tenderer has handled individual similar projects* of the range over 100% to 120% of the estimated value of the Works.
Very good (score 100)	Tenderer has outstanding experience in projects of a similar nature (has handled individual similar projects* in excess of 120% of the estimated value of the Works).

F.3.11.2 Method 1 : Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 Method 2 : Financial offer and preference

In the case of a financial offer and preference:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4 Method 3 : Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4 : Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preferences claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Decimal Places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1*	Option 2*
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
* P_m is the comparative offer of the most favourable tender offer. P is the comparative offer of 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 preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria 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:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the number of tender evaluation points awarded for quality offered as stated in the tender data.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the Tenderer'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 tender offer, if in the opinion of the employer, it does not present any unacceptable commercial 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 the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, 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,
- c) other revisions agreed between the employer and the successful tenderer, and

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

F.3.15 Issue final contract

Prepare and issue the final draft of contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

F.3.15 Notice to unsuccessful Tenderers

F.3.15.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.15.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

F.3.17 Provide copies 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.

RETURNABLE DOCUMENTS

PART T2 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents.

T2.1	RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES	34-53
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	54-59
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT	70-95
T2.4	OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT	

NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the tender. **All** the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

CONTENTS

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FORM 2.1.1

SCHEDULE OF CONSTRUCTION PLANT

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract. Distinction must be made between plant owned and plant that is to be hired for the duration of the contract.

For owned plant, proof of ownership must be supplied. Further, the type and model of plant must be described. This forms a material part of the adjudication. Failure to supply sufficient proof may result in no points being awarded.

Points for hired plant will only be allocated if an original Letter of Intent is attached from a Plant Hire Company registered with the Contractors Plant Hire Association (CPHA). The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project. Such Letter of Intent is to be unqualified and certified by a Registered Commissioner of Oaths.

[illegible]

What was your turnover in the previous financial year? R_____

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

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities. **Detailed CVs for key personnel must accompany the tender submission.**

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFIC ATIONS	EXPERIENCE AND PRESENT OCCUPATION		
<u>HEADQUARTERS</u> Partner/director						
Project manager						
Other key staff (give designation)						
<u>CONSTRUCTION MONITORING</u> Site Agent						
Engineer on Site						
Construction supervisor (give designation)						
Other key staff (give designation)						

FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two(2) names and telephone numbers and e-mail address per reference.

EMPLOYER (Name, tel no, fax no and email)	CONSULTING ENGINEER (Name, tel no, fax no and email)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION

SCHEDULE OF CURRENT/PREVIOUS WORK CARRIED OUT BY THE TENDERER FOR MLM

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past for MLM or are currently underway for the MLM.

<u>CURRENT PROJECTS UNDERTAKEN FOR MLM</u>			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS <u>CURRENTLY UNDERTAKEN</u> FOR MLM			R

.....
DATE

.....
SIGNATURE OF TENDERER

<u>RECENT PROJECTS UNDERTAKEN FOR MLM</u>			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS <u>RECENTLY UNDERTAKEN</u> FOR MLM			R

.....
DATE

.....
SIGNATURE OF TENDERER

FORM 2.1.7 FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the tender is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): _____
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998):

- Cash: _____

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a – b Net cash flow	
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
5			Etc.	Etc.
7				
8				
9				
10				
11				
12				
13				
14				
15				
15				
17				
18				
19				
20				
21				
22				
23				

24				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → → →				

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

FORM 2.1.8 AUTHORITY FOR SIGNATORY

All signatories, **excluding sole proprietors**, shall confirm their authority by **attaching to the last page of this tender** a duly signed and ***dated original or certified copy*** of the relevant resolution of their meeting of members or their board of directors, as the case may be, *or by completing one of the following:*

1: COMPANIES / CLOSE CORPORATIONS

EXAMPLE SHOWN BELOW

"By resolution of the board of directors or meeting of members passed on,

Mr/Ms.....

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for Contract number and any Contract, which may arise there from on behalf of the Tendering Entity, namely,

SIGNED ON BEHALF OF THE TENDERING ENTITY: NAME:

SIGNATURE:

IN HIS/HERS CAPACITY AS:

DATE:

AUTHORISED PERSON'S SPECIMEN SIGNATURE:

AUTHORISED PERSON'S SPECIMEN INITIAL

WITNESSES:

1.	<div></div> NAME	<div></div> SIGNATURE	<div></div> DATE
2.	<div></div> NAME	<div></div> SIGNATURE	<div></div> DATE

AUTHORITY FOR SIGNATORY**2: JOINT VENTURE / CONSORTIUM / PARTNERSHIP :****EXAMPLE SHOWN BELOW**

We, the undersigned are submitting this tender and hereby authorize
to sign all documents in connection with the tender for Contract number and any
contract resulting from it on our behalf.

NAME OF FIRMS	ADDRESS, TEL. NO., FAX. NO.	DULY AUTHORIZED SIGNATORY
Name of Firm no1	Address of 1 st Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 2	Address of 2 nd Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 3	Address of 3 rd Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 4	Address of 4 TH Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 5	Address of 5 TH Firm	Signature:..... Name:..... Designation:.....

SPECIMEN SIGNATURES AND INITIALS OF PERSON AUTHORIZED TO SIGN ALL DOCUMENTATION

1.(SIGNATURE).....(INITIAL)

2.....(SIGNATURE).....(INITIAL)

3.....(SIGNATURE).....(INITIAL)

DATE:

WITNESSES:

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

FORM 2.1.9 MLM JOINT VENTURE DISCLOSURE FORM

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.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....
- c) Physical address
.....
.....
- d) Telephone.....
- e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax

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

.....

2.2(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)

3. **IDENTITY OF EACH 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:

.....

3.3(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax

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

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

5. **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.

5. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. 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

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

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

(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?

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

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

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

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(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
-
-

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

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

.....

.....

.....

.....

.....

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

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)

FORM 2.1.10**SCHEDULE OF PROPOSED SUBCONTRACTORS**

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	a % of contract	Name of sub-contractor	b % HDI owner-ship	Female ownership Yes / No	c=a x b/100 Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership			

See condition of tender.

DESCRIPTION

See condition of tender

PAGE	DESCRIPTION

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (refer to "Form 2.3.5 – Specific goals") by the **designated employer**, that the employer complies with the relevant chapters of the Employment Equity Act.

Definitions in terms of the last mentioned Act.

"designated employer" means-

- an employer who employs 50 or more employees;
- an employer who employs fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act."

"Schedule 4"**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 5,00 m
Mining and Quarrying	R 39,00 m
Manufacturing	R 51,00 m
Electricity, Gas and Water	R 51,00 m
Construction	R 25,00 m
Retail and Motor Trade and Repair Services	R 39,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 54,00 m
Catering, Accommodation and other Trade	R 13,00 m
Transport, Storage and Communications	R 25,00 m
Finance and Business Services	R 25,00 m
Community, Social and Personal Services	R 13,00 m

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**CONTENTS**

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FORM 2.2.2 ORIGINAL TAX CLEARANCE CERTIFICATE (MBD 2)	59-51
FORM 2.2.3 DECLARATION OF VALIDITY OF INFORMATION PROVIDED	52
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FORM 2.2.5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	58-59
FORM 2.2.7 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (SBD 9)	70

OTHER DOCUMENTS TO BE SUBMITTED WITH THE TENDER

	Submitted (Y/N)
• Certified copy of VAT Registration Certificate	Y/N
• Certified copy of Workmen's Compensation Certificate, Act 4 of 2002	Y/N
• Certified copy of Unemployment Insurance Certificate, Act 4 of 2002	Y/N
• Certified copy of an IRP30 Exemption Certificate or an IRP 3(8) Tax Directive for the current year	Y/N
• Certified copy of Certificate of Incorporation (if Tenderer is a Company)	Y/N
• Certified copy of Founding Statement (if Tenderer is a Close Corporation)	Y/N
• Certified copy of Partnership Agreement (if Tenderer is a Partnership)	Y/N
• Certified copy of Identity Document (if Tenderer is a One-man concern)	Y/N
• Certified copy of Curriculum Vitae of Supervisory personnel indicated in Section T2.2	Y/N
• Certified copy of Curriculum Vitae of the person who prepares the Tenderer's Health and Safety Plans	Y/N
• Preliminary Occupational Health & Safety Plan	Y/N
• Audited Financial Statements for the past three years or since date of establishment if < 3 years	Y/N

.....
SIGNATURE OF TENDERER

FORM 2.2.1 : CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY INFORMATION SESSION

This is to certify that I, **(NAME IN PRINT)**

representative of (Tenderer)

.....

of (address)

.....

.....

Telephone number

Fax number

attended the compulsory information session on (date)

in the company of (Engineer/Engineer's Representative)

Tenderers Representation: (Signature)

(Name)

Engineers Representative: (Signature)

(Name)

FORM 2.2.2 TAX CLEARANCE CERTIFICATE

MBD 2

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

1. In order to meet this requirement Tenderers are required to complete in full the attached form 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 Tenderers / individuals who wish to submit tenders.
2. SARS will then furnish the Tenderer 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 tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In tenders where Consortium / Joint Ventures / Sub-contractors 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.
5. 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.



TAX CLEARANCE



Application for a Tax Clearance Certificate

Purpose

Select the applicable option:

Tenders

Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/legal name
(Initials & Surname
or registered name)

Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (if applicable)

Tender number

Estimated tender
amount

R

Z

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

Audit

Are you currently aware of any Audit investigation against you/the company?

YES

NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct

to apply to and receive from

SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of
representative/
agent**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

Page 2 of 2

FORM 2.2.3 DECLARATION OF VALIDITY OF INFORMATION PROVIDED

I/We, the undersigned:

- (a) tender to supply and deliver to the MHLONTLO LOCAL MUNICIPALITY [hereafter "MLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part;
- (d) confirm that this tender may only be accepted by the MLM by way of a duly authorised Letter of Acceptance;
- (e) declare that we are fully acquainted with the Tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the tender document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the MLM and the undersigned;
- (g) certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the MLM that the claims are correct. If the claims are found to be inflated, the MLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the MLM as a result of the award of the contract and/or cancel the contract and claim any damages which the MLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) the signatory to the tender document is duly authorised; and
- (m) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the MLM.

Signed at.....this.....day of..... 20.....

Name of Authorised Person: _____

Authorised Signature: _____

Name of Tendering Entity _____

Date: _____

As witness: _____

MBD 4**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes an advertised competitive tender, a limited tender, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the Tenderer is employed by the state; and/or
 - the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**
 - 2.1 Full Name of Tenderer or his or her representative:
 - 2.2 Identity Number :
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.5.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the Tenderer presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the Tenderer is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the tender document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? YES/NO

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Tenderer

FORM 2.2.5 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 1 This Standard Tender Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

4.1	<p>Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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 (No 12 of 2004)?</p> <p>The Register of Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Tenderer

FORM 2.2.5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

TENDERERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1. Are you by law required to prepare annual financial Statements for auditing? **YES / NO**

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

.....

.....

1.2 If no, un-audited financial statements must be submitted with your tender

.....

.....

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

YES / NO

2.1 If no, this serves to certify 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.

2.2 If yes, provide particulars.

.....

.....

.....

.....

3. Has any contract been awarded to you 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?

YES / NO

3.1 If yes, furnish particulars.

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

FORM 2.2.7 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (SBD9)

- 1 This Standard Tender Document (SBD) must form part of all tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 15A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.

7. In particular, without limiting the generality of paragraphs 5 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

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FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in Regulation Gazette 10113 on 7 February 2014 in terms of Section 43 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.

- 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)

YES	
NO	

- 2 Proposed approach 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 (CVs to be attached):

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

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

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

- 5 Potential key risks identified and measures for addressing risks:

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

- 5 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. (Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

- 1 ID NO:
- 2 ID NO:

FORM 2.3.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the MLM before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
5		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

- 2.3.3.1 PREAMBLE
- 2.3.3.2 DEFINITIONS
- 2.3.3.3 LEGISLATIVE BASE
- 2.3.3.4 SCOPE
- 2.3.3.5 PURPOSE
- 2.3.3.5 OBJECTIVES
- 2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH TENDERERS
- 2.3.3.8 ADJUDICATION OF TENDERS
- 2.3.3.9 ADJUDICATION USING A POINT SYSTEM
- 2.3.3.10 IMPLEMENTATION FRAMEWORK
- 2.3.3.11 COMPLAINTS/DISQUALIFICATIONS
- 2.3.3.12 DISQUALIFICATIONS

MHLONTLO LOCAL MUNICIPALITY

TENDER DOCUMENT

2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

THE FOLLOWING IS AN EXTRACT FROM THE SUPPLY CHAIN MANAGEMENT POLICY AND STRATEGY TERMS OF THE PREFERENCE DOCUMENT

2.3.3.1 PREAMBLE

The MHLONTLO LOCAL MUNICIPALITY aims to improve the quality of life of all citizens and to free the potential of each person. Within a framework of facilitating service delivery, through efficient and effective governance, the Municipality wishes to take into account the need for transparent and effective procurement procedures that give effect to the principle of preferential procurement.

2.3.3.2 DEFINITIONS

In this policy, unless the context otherwise indicates:

2.3.3.2.1 **"Acceptable tender"** means any tender which, in all respects, complies with the conditions of tender and specifications as set out in the tender document, including conditions as specified in the Procurement Policy and Strategy Terms of Reference Act (Act 5 of 2000) and related legislation.

2.3.3.2.2 **"Chairperson"** means the chairperson of the Tender Committee.

2.3.3.2.3 **"Municipal Manager"** means the Municipal Manager of the Municipality.

2.3.3.2.4 **"Committee"** refers to the Tender Committee.

2.3.3.2.5 **"Contractor"** refers to Tenderers who have been successful in being awarded Municipality contracts.

2.3.3.2.5 **"Municipality"** refers to the MHLONTLO LOCAL MUNICIPALITY.

2.3.3.2.7 **"Equity ownership"** refers to the percentage ownership and control, exercised by individuals within an enterprise.

2.3.3.2.8 **"HDI equity ownership"** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of an HDI.

2.3.3.2.9 **"Member"** means a member of the Tender Committee.

2.3.3.2.10 **"Historically disadvantaged individuals (HDIs)"** means all South African citizens –

(i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the Interim Constitution"); and / or

(ii) Who is a female; and / or

(iii) Who has a disability;

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI. "

2.3.3.2.11 **"SMMes"** (Small, Medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small

Business (Act 102 of 1995). Please note the attached addendum for a definition of SMMEs for different economic sectors (Clause 2.3.3.14).

2.3.3.2.12 **"MLM SCM Helpdesk"** refers to a tender advice centre established and operated by the Municipality, which provides information and assistance to SMMEs in general, and Tenderers tendering for Municipality goods and services.

2.3.3.2.13 **"Contract"** refers to a legally binding agreement between the Municipality and the Contractor.

2.3.3.3 LEGISLATIVE BASE

This policy is governed by the following legislation and informed by the following policy frameworks:

- Constitution of South Africa (Act 108 of 1995)
- Local Governmental Structures Act (Act 117 of 1998)
- Local Government Systems Act (Act 32 of 2000)
- Local Government Transition Act (Act 209 of 1993), if applicable.
- Preferential Procurement Policy Framework Act (Act 5 of 2000)
- Rationalisation of Local Government Affairs Act (Act 10 of 1998)
- Green Paper on Public Sector Procurement Reform in South Africa
- Ten Point Plan for Public Sector Procurement Reform in South Africa.
- Broad Based Black Economic Empowerment Act (Act No. 53 of 2003)
- Municipal Finance Management Act (Act No. 55 of 2003).

2.3.3.4 SCOPE

This policy applies to all contracts awarded by the Municipality.

2.3.3.5 PURPOSE

The purpose of the policy is to provide a framework within which effect can be given to the principle of preferential procurement, while ensuring that transparent, efficient and effective procurement practices are adhered to.

2.3.3.5 OBJECTIVES

The objectives of the Municipality's procurement policy are to:

- 2.3.3.5.1 Provide clarity on the Municipality's approach to procurement, particularly with regards to the requirements of preferential procurement.
- 2.3.3.5.2 Provide access to contracts for historically disadvantaged individuals.
- 2.3.3.5.3 Promote SMME participation.
- 2.3.3.5.4. Promote capacity development and skills transfer.
- 2.3.3.5.5 Promote community empowerment and development.
- 2.3.3.5.5 Promote job creation.
- 2.3.3.5.7 Create an enabling contractual environment.

2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH TENDERERS

In dealing with Tenderers tendering for Municipality work, the Municipality will adhere to the principles of:

2.3.3.7.1 Efficiency

- 2.3.3.7.1.1 The Municipality undertakes to administer the procurement process in the most efficient manner possible, avoiding time delays and duplication of activities.
- 2.3.3.7.1.2 Where such delays are unavoidable, the Municipality undertakes to inform all Tenderers of the nature of the delay and the revised time frames.

2.3.3.7.2 Courtesy

All staff members of the Municipality will deal with Tenderers in a courteous and respectful manner.

2.3.3.7.3 Transparency

2.3.3.7.3.1 All tender processes will be open to the scrutiny of the public and interested parties.

2.3.3.7.3.2 The Municipality will take all reasonable steps to ensure that its processes are clearly defined and understandable to all interested parties.

2.3.3.7.4 Access to Information

The Municipality will take reasonable steps to ensure that all Tenderers have equal access to information on the product or service to be tendered, as well as the tender process itself.

2.3.3.8 ADJUDICATION OF TENDERS

Tenders are adjudicated in terms of MLM's SCM Policy, and the following framework is provided as a guideline in this regard.

2.3.3.8.1 Technical adjudication and General Criteria

Tenders will be adjudicated in terms of inter alia:

- **Compliance with tender conditions**
- **Technical specifications**

If the tender does not comply with the tender conditions and technical specifications, the tender shall be rejected. Refer to page two (2) for examples.

2.3.3.8.2 Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the Tenderer
- Plant and equipment the Tenderer intends renting, should the contract be awarded to him.

2.3.3.8.3 Size of enterprise, and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

2.3.3.8.4 Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being tendered for
- Qualifications and experience of key staff to be utilised on this contract.

2.3.3.8.5 Previous experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

2.3.3.8.6 Financial ability to execute the contract

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Surety proposed
- Estimate cash flow
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

2.3.3.9 ADJUDICATION USING A POINTS SYSTEM

2.3.3.9.1 The Tenderer obtaining the highest number of total points will be awarded the contract.

2.3.3.9.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

2.3.3.9.3 Points scored must be rounded off to the nearest 2 decimal places.

2.3.3.9.4 In the event that two or more Tenderers have scored equal total points, the successful tenderer must be the one scoring the highest number of preference points for B-BBEE.

2.3.3.9.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tenderer must be the one scoring the highest score for functionality.

2.3.3.9.5 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

2.3.3.10. POINTS AWARDED FOR PRICE

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

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

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

Where

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

Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	15
4	5	12
5	4	8
5	3	5
7	2	4
8	1	2
Non-compliant contributor	0	0

Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

2.3.3.11 COMPLAINTS/DISQUALIFICATIONS

Should any issues of concern with regard to the procurement process arise, the following steps will apply:

2.3.3.11.1 A tender will be subject to rejection/disqualification when:

- 2.3.3.11.1.1 A supplier provided false information.
- 2.3.3.11.1.2 Under pressure or influence was exerted on a person involved in evaluating a tender.
- 2.3.3.11.1.3 A financial reward was provided to a person involved in evaluating a tender.
- 2.3.3.11.1.4 A person involved in evaluating a tender has a material interest in the outcome of the application, and has not declared such interest, or has not recused him/herself from the evaluation process of such a tender.

2.3.3.11.2 In such cases the following steps should be taken:

- 2.3.3.11.2.1 The Municipal Manager will investigate the matter and make recommendations to the Tender Committee.
- 2.3.3.11.2.2 The Tender Committee will decide or make recommendations to Municipality, for a resolution on the matter.
- 2.3.3.11.2.3 A written notice will be sent to the Tenderer or service provider requiring him/her to make a representation to the Tender Committee on how the issues of concern will be addressed, within 14 days of receiving the notice, subject to it being an issue which can in fact be addressed.
- 2.3.3.11.2.4 The Tender Committee will consider the representation and if they are not satisfied that the issues of concern have been addressed will:
 - Disqualify the tender
 - Recover any losses or damages suffered by Municipality due to the failure to comply.
 - Ban the Tenderer from being considered for any tender for a defined period of time.
- 2.3.3.11.2.5 The Tenderer will be notified in writing on:
 - The reasons for the decision.
 - His/her right to appeal against the Tender Committee's decision.
 - Name of a contact person to discuss the matter.
- 2.3.3.11.2.5 The Tenderer must launch an appeal:
 - Within 14 days of the date of notice.
 - Setting out the grounds for the appeal.
 - Addressed to the Municipal Manager.
- 2.3.3.11.2.7 The Municipal Manager will hear the appeal.
 - 2.3.3.11.2.7.1 The tribunal will comprise of 3 or 5 (uneven number) arbitrators.
 - 2.3.3.11.2.7.1 Councillors or Municipality employees may not be members of the Tribunal.
 - 2.3.3.11.2.8 The Municipal Manager must produce procedures for administering the appeals process and revise these on an annual basis.

2.3.3.12 DISQUALIFICATIONS

Non compliance with the Preferential Procurement Policy Framework Act.

PLEASE REMEMBER:

- TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF
- IN THE CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE, MUST BE SUBMITTED WITH THE TENDER DOCUMENT
- TO ATTACH COPIES OF ALL THE LATEST RELEVANT MUNICIPAL ACCOUNTS OF THE TENDERING ENTITY AND ALL OF ITS DIRECTORS OR MEMBERS OF THE BOARD. IF ANY ACCOUNT IS IN ARREARS FOR MORE THAN 3 MONTHS, THE TENDER WILL BE REJECTED.
- IN THE CASE OF A JOINT VENTURE, COPIES OF MUNICIPAL ACCOUNTS NOT OLDER THAN THREE (03) MONTHS OF EACH ENTITY CONSTITUTING THE JOINT VENTURE, MUST BE SUBMITTED WITH THE TENDER DOCUMENT
- ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR TENDER DOCUMENT

FORM 2.3.4 GENERAL INFORMATION

1. Name of Tendering entity: _____

2. Contact details

Contact name and number: _____

Address of tendering entity:

_____ Postal code: _____

Tel no: () _____ Fax no: () _____

E-mail address: _____

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)

5. VAT registration number **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)

5. Company or closed corporation registration number (COMPULSORY):
(In the case of a joint venture, provide for all joint venture members)

7. Construction Industry Development Board (CIDB) registration number (COMPULSORY)
(In the case of a joint venture, provide for all joint venture members)

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members (COMPULSORY)
(In the case of a joint venture, provide for all joint venture members)
**ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS
(SEE "NOTICE TO TENDERERS: VERY IMPORTANT NOTICE
ON DISQUALIFICATIONS" PARAGRAPH No. 13)**

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority *of each JV partner*, for authorized signatory.
- The joint venture agreement.

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

(In the event of a joint venture, to be completed by all joint venture partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

FORM 2.3.5 SPECIFIC GOALS**1 Equity Ownership**

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, HDI status and ownership.

In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Date RSA Citizen- ship obtained	Gender Male / Female	Race	HDI Status (Yes/No)	Date of Ownership	% Owned by HDIs	% Owned by Women	% Owned by Disabled
TOTAL								A	B	C

Note: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:

Joint venture members	a % Contribution to the JV	b %BBBEE	c = a * b ÷ 100 % BBBEE contribution
Total BBBEE contribution			

A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE TENDER DOCUMENT.

FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS TENDER

NOTE: See table in paragraph 2.3.3.10 for specific goals and points to be awarded.

2. SMME STATUS

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE : If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all tenders 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, Tenderers 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 1285:201x.

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 tenders local production and content is of critical importance, such tenders must be advertised with the specific tendering 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 tendering 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 tenders referred to in paragraphs 1.2 and 1.3 above, a two stage tendering 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 sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the tender price must be calculated in accordance with the SABS approved technical specification number SATS 1285: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x imported content

y tender 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 tender as required in paragraph 4.1 below.

- 1.7. A tender will be disqualified if:
 - the Tenderer 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 tender documentation.

2. Definitions

- 2.1. **"tender"** includes advertised competitive tenders, written price quotations or proposals;
- 2.2. **"tender price"** price offered by the Tenderer, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a tender 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 tender 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 tender 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 tender is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this tender to calculate the local content as prescribed in paragraph 1.5 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 tender.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 TENDER 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 Tenderer.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of Tenderer 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 tender comply with the minimum local content requirements as specified in the tender, and as measured in terms of SATS 1285.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1285, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Tender price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1285	

If the tender 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 1285.
- (e) I understand that the awarding of the tender 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 1285, 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).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

4 JOB CREATION

Provide details on the jobs that you envisage creating through this project:

- A. New permanent employed staff, employed outside the staff component declared in Forms 2.3.1 & 2.3.4 to be allocated to this project for the intensification of labour absorption, (i.e. 5 persons for 5 months = 25 person-months).
- B. Number of person-months of work to be created (i.e. 5 persons for 5 months = 25 person-months)

Description	A	B	C
	No. of persons	Period in months	No. of person months created
A. New permanent employed staff, employed outside the staff component declared in Forms 2.3.1 & 2.3.4			$A \times B = C$
B. Staff to be employed for the project (Temporary employed)			
Total			

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this tender is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>10</u>
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.5 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	15
4	5	12
5	4	8
5	3	5
7	2	4
8	1	2

Non-compliant contributor	0	0
---------------------------	---	---

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

5. TENDER DECLARATION

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

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

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

8 SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.5 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

.....

SIGNATURE(S) OF TENDERER(S)

DATE:

ADDRESS:

.....

.....

.....

WITNESSES:

1.

2.

THE CONTRACT

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PART C1 AGREEMENT AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

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

MIG/EC/CS/346520-20/21

FOR CONSTRUCTION OF MVUMELWANO SPORTFIELD

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

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

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

Rand

..... (in words);

R (in figures).

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name and signature of Witness:

Signature(s) _____

Name(s) _____

Date _____

ACCEPTANCE

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

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

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

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

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

FOR THE MLM:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address: MHLONTLO LOCAL MUNICIPALITY
95 LUNGILE MABINDLA STREET
QUMBU, 5180

Name and signature of witness:

Signature(s) _____

Name(s) _____

Date _____

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.

1 **Subject** _____

Details _____

2 **Subject** _____

Details _____

3 **Subject** _____

Details _____

4 **Subject** _____

Details _____

5 **Subject** _____

Details _____

5 **Subject** _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name and signature of Witness:

Signature(s) _____

Name(s) _____

Date _____

FOR THE MLM:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address: MHLONTLO LOCAL MUNICIPALITY
95 LUNGILE MABINDLA STREET
QUMBU, 5180

Name and signature of witness:

Signature(s) _____

Name(s) _____

Date _____

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

Tenderers to note that the General Conditions of Contract for Construction Works, Second Edition, 2010 published by the South African Institution of Civil Engineers (SAICE) is applicable to this tender.

These General Conditions of Contract are to be used with the contract documentation format as prescribed by the Construction Industry Development Board in the Standard for Uniformity in Construction Procurement and in conjunction with SANS 1921 to set out the requirements and constraints relating to the manner in which the contract works is to be performed.

Contact details of SAICE are as follows:

Physical Address:

SAICE House
Block 19
Thornhill Office Park
Bekker Street Midrand

Postal Address:

Private Bag X200
Halfway House
1585

Contact Numbers:

Tel (011) 805-5947
Fax (011) 805-5971

Mail and Internet:

E-mail: civilinfo@saice.org.za
<http://www.saice.org.za>

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

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause													
1.1.1.13	The defects liability period is a period of 355 days, measured from the date of the Certificate of Completion.												
1.1.1.14	The Works shall be completed within 5 months of the Commencement Date, inclusive of non-working days, but exclusive of special non-working days.												
1.1.1.15 1.2.1.2	<p>The Employer is the MHLONTLO LOCAL MUNICIPALITY</p> <p>The Employer's address for receipt of communications is:</p> <table border="0"> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td>MHLONTLO LOCAL MUNICIPALITY</td><td>P O Box 31</td></tr> <tr> <td>95 LUNGILE MABINDLA STREET</td><td>QUMBU</td></tr> <tr> <td>QUMBU</td><td>5180</td></tr> <tr> <td>5180</td><td></td></tr> <tr> <td>Telephone: (047) 553 7000</td><td>Fax: (047) 553 0185</td></tr> </table>	Physical address:	Postal address:	MHLONTLO LOCAL MUNICIPALITY	P O Box 31	95 LUNGILE MABINDLA STREET	QUMBU	QUMBU	5180	5180		Telephone: (047) 553 7000	Fax: (047) 553 0185
Physical address:	Postal address:												
MHLONTLO LOCAL MUNICIPALITY	P O Box 31												
95 LUNGILE MABINDLA STREET	QUMBU												
QUMBU	5180												
5180													
Telephone: (047) 553 7000	Fax: (047) 553 0185												
1.1.1.15 1.2.1.2	<p>The Engineer is Masilakhe consulting.</p> <p>The Engineer's address for receipt of communications is:</p> <table border="0"> <tr> <td>Physical (street address) address:</td><td>Postal address:</td></tr> <tr> <td>47 St James Road, Southernwood</td><td>PostNet Suit 95, Private Bag X3</td></tr> <tr> <td>East London, 5200</td><td>Beacon Bay, 5207</td></tr> <tr> <td>Telephone: 043 722 3340</td><td></td></tr> <tr> <td>Fax: 043 722 3349</td><td></td></tr> <tr> <td>E-mail: info@masilakhe.co.za</td><td></td></tr> </table>	Physical (street address) address:	Postal address:	47 St James Road, Southernwood	PostNet Suit 95, Private Bag X3	East London, 5200	Beacon Bay, 5207	Telephone: 043 722 3340		Fax: 043 722 3349		E-mail: info@masilakhe.co.za	
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Telephone: 043 722 3340													
Fax: 043 722 3349													
E-mail: info@masilakhe.co.za													
1.1.1.25	The Pricing Strategy is Re measurement												
1.1.1.28	<p>Replace with the following:</p> <p>"Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.</p>												
1.1.1.35	"Drawings" means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.												
1.3.5	<p>Add the following to Clause 1.3.5:</p> <p>No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.</p> <p>The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.</p>												
3.1.3	<p>The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ul style="list-style-type: none"> • Nominating the Engineer's Representative in terms of Clause 12 • The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7 • Authorising the Contractor to repair and make good excepted risks in terms of Clause 7.5.5 • The issuing of variation orders in terms of Clause 5.3.2 • The issuing of an instruction to accelerate progress in terms of Clause 5.12.4 • The approval of any extension of time for completion in terms of Clause 5.12.1 • The reduction of a penalty for delay in terms of Clause 5.13.2 • The determination of additional or reduced costs arising from changes in legislation in terms of Clause 5.8.4 • The giving of a ruling on a Contractor's claim in terms of Clause 10.1.5 • The agreeing of the adjustment of the sums for general items in terms of Clause 5.11 												

Clause	
3.2.4	<p><i>Add the following:</i></p> <p>"The time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the Engineer's Representative".</p>
4.3.3	<p><i>Add the following new subclause:</i></p> <p>"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, 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, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified."
4.3.4	<p>The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).</p>
4.4.3	<p><i>Add the following:</i></p> <ol style="list-style-type: none"> 1 All specialists' merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Schedule of Quantities and who are selected for this purpose by the Contractor and the Employer as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors". 2 The contractual relationship between the Contractor and the selected sub-contractor shall be the same as those which normally apply between contractors and ordinary subcontractors as specified inter alia in clause 3 hereafter. 3 Unless another procedure is specified in the Special Conditions of Contract, the procurement of Selected Subcontractors by the Contractor is to be carried out using the legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board). <p>It is intended that the Subcontract Agreement and Provisions of Subcontract Third Edition (2003) Incorporating General Conditions of Sub Contract 2003 for use in accordance with Subcontractors Works of Civil Engineering</p>

	<p>Construction as provided by the South African Federation of Civil Engineering Contractors be used as the basis of the subcontract between the Contractor and each selected subcontractor</p> <p>The Contractor shall incorporate in the subcontract provisions that:</p> <p>(a) In respect of the work of the goods that are subject of the subcontract the Selected Subcontractor undertakes to the Contractor <i>mutatis mutandis</i> the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and hold the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and</p> <p>(b) the Selected Subcontractors hold the Contractor harmless from and indemnifies him against:</p> <p>(i) shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;</p> <p>(ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;</p> <p>(iii) any negligence by the Selected Subcontractor; his agents, workmen and servants:</p> <p>(iv) any misuse by the Selected Subcontractor of any Construction Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and</p> <p>(v) any claims as aforesaid</p> <p>(c) entitles him to pay direct to local and other labourers all payments the selected subcontractor has failed to make to any local and other labourers and to deduct, by way of settlement, the amounts paid by the Contractor from money owing to or that may become owing to selected subcontractor.</p>
4.11.1	<p><i>Add the following:</i></p> <p>"The employer reserves to himself the right, in his sole discretion, to reject any tender where it appears to the employer that the tenderer does not comply with any of the requirements.</p> <p>The requirements for all site staff are: Site Agent NQF 5 Supervisor NQF 4 Team Leader NQF 2"</p>
5.3	<p>The Contractor shall commence executing the Works within 21 days from the Commencement Date.</p> <p>Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved. This includes approval of the Health and Safety Plan.</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer Clause 4.3) • Initial programme (Refer Clause 5.5) • Security (Refer Clause 5.2) • Insurance (Refer Clause 8.5)
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is within 14 days of receipt of the signed Form of Offer and Acceptance.</p>
5.4.4	<p><i>Add the following new clause:</i></p> <p>"The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works."</p>
5.5.1	<p>The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, inclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause 5.3 above</p>
5.5.1	<p>The Contractor shall deliver a detailed programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly. (5 working days comprise one working week, 9 working hours comprise one working day)</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <p>All gazetted public holidays and the Contractor's year-end break as specified by SAFCEC.</p> <p>The Contractor must make provision in his program for all non- working days, which occur during the Contract period.</p>
5.9.8	<p>Tender Drawings shall be used for tender purposes only and shall not be used for construction.</p>

	The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.																								
Clause																									
5.12.2.2	<p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.5.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table><tr><td>January</td><td>3 days</td><td>May</td><td>1 days</td><td>September</td><td>1 days</td></tr><tr><td>February</td><td>3 days</td><td>June</td><td>1 days</td><td>October</td><td>4 days</td></tr><tr><td>March</td><td>3 days</td><td>July</td><td>1 days</td><td>November</td><td>4 days</td></tr><tr><td>April</td><td>3 days</td><td>August</td><td>2 days</td><td>December</td><td>3 days</td></tr></table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.</p>	January	3 days	May	1 days	September	1 days	February	3 days	June	1 days	October	4 days	March	3 days	July	1 days	November	4 days	April	3 days	August	2 days	December	3 days
January	3 days	May	1 days	September	1 days																				
February	3 days	June	1 days	October	4 days																				
March	3 days	July	1 days	November	4 days																				
April	3 days	August	2 days	December	3 days																				
5.12.3	The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.																								
5.13.1	<p><u>Penalty for late completion of the Works</u></p> <p>The penalty for failing to complete the Works is R 5000 per day or part thereof, beyond the stated completion date.</p> <p><u>Penalty for failing to comply with subletting of the Works</u></p> <p>The penalty for failing to comply with the minimum requirement of subletting at least 10% of the Contract value to SMME's (emerging sub contractors), a penalty of 1,2 x the value of the amount to be sublet, minus the actual value sublet, will be implemented.</p> <p><u>Penalty for failing to comply with creating employment opportunities</u></p> <p>The penalty for failing to comply with the minimum requirement of creating 50 employment opportunities on site for the duration of the contract shall be 1,5 x the value of the amount of employment that was not created, calculated at R140 per day per person.</p>																								
5.2	<p>The Performance Guarantee must substantially contain the wording of the document included as "Performance Guarantee" – See Form C1.3.</p> <p>The amount of the Performance Guarantee will be 10% of the Contract Price (including VAT) at the time that the Agreement comes into effect.</p> <p>The Deed of Guarantee is to be delivered within 14 (Fourteen) days after the Commencement Date</p>																								
5.8.2	<p><u>Contract Price Adjustment is applicable</u></p> <p>Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>The value of "x" is 0,10</p> <p>The values of the coefficients are:</p> <p>a = 0.20 (labour)</p> <p>b = 0.25 (contractor's equipment)</p> <p>c = 0.45 (material)</p> <p>d = 0.10 (fuel)</p> <p>The urban area nearest the Site is Umthatha</p> <p>The base month is the month prior to award of the Contract</p>																								

5.8.3	"Price adjustments for variations in the costs of special materials (such as bitumen-based products, etc) shall only be considered with supporting documentary evidence. Details of special materials are indicated in the Contract Data."
Clause	
5.10.1.5	The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).
5.10.2	"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices or other acceptable documents, or if ownership is ceded to the Employer."
5.10.3	The percentage retention on the amounts due to the Contractor is 5%
5.10.5	A guarantee in lieu of retention is permitted.
8.2.1	<p><i>Add the following:</i></p> <p>"The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."</p>
8.5.1.1.2	The value of materials supplied by the Employer to be included in the insurance sum is Nil
8.5.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil
8.5.1.2	The following additional and varied insurances are required: CAR & SASRIA.
8.5.1.3	The limit of indemnity for liability insurance is ten million (R 10 000 000.00) rand for any single claim with the number of claims to be unlimited during the construction and defects liability periods.
8.5.1.5	<p>Additional Insurance is required for the following:</p> <ul style="list-style-type: none"> a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity. d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.
8.5.1.5	<p><i>Add the following as 8.5.1.5: Insurances to be effected</i></p> <p>"Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance."</p>
8.5.5	<p><i>Add the following:</i></p> <p>The Contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.</p>
9.2.1.3.8	The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
9.2.1.3.9	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10.7	"Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1."

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.1.9	The Contractor is
1.2.1	The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:
1.1.1.14	The time for completing the works is 6 months .
5.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%
5.8.3	The rate for special materials, exclusive of value-added tax (VAT) are:

C1.3 PERFORMANCE GUARANTEE

PRO FORMA

MIG/EC/CS/346520-20/21

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means.....

CONTRACT DETAILS Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Engineer of the Certificate of Completion of the Works. The Engineer 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.
- 3 The Guarantor hereby acknowledges that
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 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:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 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 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this 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, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date.....

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity.....
Witness signatory (1)
Witness signatory (2)

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

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

between **MHLONTLO LOCAL MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as _____

and

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

in his capacity as _____

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.15.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.3 or 9.4 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

- 4 In addition to the requirements of Clause 8.4 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 5 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 15.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 15.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 15.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE MLM:

WITNESS

NAME
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS

NAME
(IN CAPITALS)

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

"By resolution of the Board of Directors passed at a meeting held on _____ 20.....,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH

AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS

NAME
(IN CAPITALS)

PART C2 PRICING DATA

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C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 5 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

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

C2.2: BILL OF QUANTITIES

BILL OF QUANTITIES - CIVIL WORKS

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
		SECTION 1: PRELIMINARY AND GENERAL				
	SABS 1200 A	PRELIMINARY AND GENERAL				
1.1	8.3	FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Lump Sum	1.00		
	8.3.2	Establish Facilities on the Site				
	8.3.2.1	Facilities for Engineer				
1.1.2		a) Furnished Office	Lump Sum			Rate only
1.1.3		b) 1 No. Nameboards	Lump Sum	1.00		
1.1.4	PSAB 8.3.2.1	c) Computer and printer	Lump Sum			Rate only
	8.3.2.2	Facilities for Contractor				
1.1.5		a) Offices and storage sheds	Lump Sum			Rate only
1.1.6		b) Workshops	Lump Sum			Rate only
1.1.7		c) Laboratories	Lump Sum			Rate only
1.1.8		d) Living accommodation	Lump Sum	1.00		
1.1.9		e) Ablution and latrine facilities	Lump Sum			Rate only
1.1.10		f) Tools and equipment	Lump Sum			Rate only
1.1.11		g) Water supplies, electric power and communications	Lump Sum			Rate only
1.1.12		i) Dealing with water (Sub clause 5.5)	Lump Sum			Rate only
1.1.13		j) Access (Sub clause 5.8)	Lump Sum			Rate only
1.1.14		k) Plant	Lump Sum	1.00		
1.1.15	8.3.3	Other fixed-charge obligations	Lump Sum			Rate only
1.1.16	8.3.4	Removal of site establishment	Lump Sum			Rate only
1.1.17		Environmental compliance	Lump Sum	1.00		
1.1.18		Establish Occupational Health and Safety Plan	Lump Sum	1.00		
1.2	8.4	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	Month	6.00		
		Operate and maintain facilities on the Site for duration of construction				
	8.4.2	Facilities for Engineer				
1.2.2	8.4.2.1	a) Furnished Office	Month			Rate only
1.2.3		b) 1 No Nameboards	Month	6.00		
1.2.4		c) Survey assistants and materials	Month	6.00		
1.2.5	PSAB 8.4.2.1	d) Use of photocopy and fax machine	Lump Sum			Rate only
1.2.6	PSAB 8.4.2.1	e) Computer and printer	Lump Sum			Rate only
1.2.7	PSAB 8.4.2.1	f) Use of survey equipment	Month	6.00		
	8.4.2.2	Facilities for Contractor				
1.2.8		a) Offices and storage sheds	Month			Rate only
1.2.9		b) Workshops	Month			Rate only
1.2.10		c) Laboratories	Month			Rate only
1.2.11		d) Living accommodation	Month	6.00		
1.2.12		e) Ablution and latrine facilities	Month			Rate only
1.2.13		f) Tools and equipment	Month			Rate only
1.2.14		g) Water supplies, electric power and communications	Lump Sum			Rate only
1.2.15		h) Dealing with water (Sub clause 5.5)	Month			Rate only
1.2.16		i) Access (Sub clause 5.8)	Month	1.00		
1.2.17		j) Plant	Month			Rate only
1.2.18	8.4.3	Supervision for duration of construction	Month	6.00		
1.2.19	8.4.4	Company and head office overhead costs for the duration of the contract	Month	6.00		
1.2.20	8.4.5	Other time-related obligations	Month	6.00		
1.2.21		Environmental compliance	Month	6.00		
1.2.22		Maintain Occupational Health and Safety Plan as for item 1.1.18.	Month	6.00		
1.3		SUMS STATED PROVISIONALLY BY THE ENGINEER				
		For work to be done by Contractor and valued in terms of Clause 37 of conditions of contract.				
	8.7	Daywork				
1.3.1		Labour	Prov Sum	1.00		
1.3.2		Percentage adjustment to item 1.3.1 for labour	%	1.00		
1.3.3		Materials	Prov Sum	1.00		
1.3.4		Percentage adjustment to item 1.3.3 for materials	%	1.00		
1.3.5		Plant	Prov Sum	1.00		
1.3.6		Percentage adjustment to item 1.3.5 for plant	%	1.00		
1.3.7		CETA Accredited training	Prov Sum			Rate only
1.3.8		Contractor's overheads, charges and profit on item 1.3.7	%			Rate only
1.3.9		Remuneration for Community Liaison Officer and PSC	Prov Sum	1.00		
1.3.10		Contractor's overheads, charges and profit on item 1.3.9	%	1.00		
1.3.11		Surveying of Works	Prov Sum	1.00		
		Percentage adjustment to item 1.3.11	%	1.00		
1.4	8.8	TEMPORARY WORKS				
1.4.1	8.8.2	Dealing with traffic.	Sum			Rate only
	8.8.4	Existing services	Sum			Rate only
1.4.2		a) Supply or hire specialist equipment for the detection of underground water mains and cables	Sum			Rate only
1.4.3		b) Excavate by hand in soft material to expose underground water mains and cables	m³			Rate only
1		TOTAL CARRIED TO SUMMARY				

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
2.1	SABS 1200 C	SECTION 2: SITE CLEARANCE				
	8.2.1	SITE CLEARANCE				
		Clear and grub:				
2.1.1		a) Sportfield (soccer)	m ²	250.00		
2.1.2		b) Basketball, Tennis and Volleyball Court	m ²	1,000.00		
2.1.3		c) Facility guard house	m ²	10.00		
2.1.4		d) Access roadways	m ²			Rate Only
		Remove and grub all trees and tree stumps regardless of girth	m ²			Rate Only
2.1.5	8.2.3					
2.1.6	8.2.5	Take down existing fences	m	255.00		
		Remove topsoil to nominal depth of 150mm, stockpile and maintain alongside:				
	8.2.10					
2.1.7		a) Sportfield	m ³	50.00		
2.1.8		b) Basketball, Tennis and Volleyball Court	m ³	250.00		
2.1.9		c) Facility guard house	m ³	150.00		
2.1.10		d) Access Roadways	m ³			Rate Only
2	TOTAL CARRIED TO SUMMARY					

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
3.1	SABS 1200 DK	SECTION 3: GABIONS AND PITCHING				
	8.2.1	GABIONS AND PITCHING				
		Surface preparation for bedding of gabions:				
3.1.1		a) Cavities filled with approved excavated material or rock	m ²	150.00		
3.1.2		b) Cavities filled with 15Mpa/19mm concrete (Prov)	m ²	50.00		
	8.2.2	Gabions				
3.1.3		a) 2,0x1,0x1,0m box gabions with galvanised wire netting	m ³	15.00		
3.1.4		b) 6,0x2,0x0,23m reno mattress with galvanised wire netting	m ³	10.00		
3.1.5	8.2.4	Geotextile fabric	m ²	150.00		
3	TOTAL CARRIED TO SUMMARY					

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
4.1	SABS 1200 DM 8.3.3	SECTION 4: SPORTFIELD PLATFORM SPORTFIELD PLATFORM TREATMENT OF SUBGRADE (a) Subgrade preparation and compaction of material to (i) minimum of 90% of modified AASHTO maximum density grading and trimming smoothly to within the minimum degree of level tolerance, ± 10 mm	m³			Rate Only
4.1.1		(ii) minimum of 90% of modified AASHTO maximum density (Beneath sportsfield - 150mm thick) grading and trimming smoothly to within the minimum degree of level tolerance, ± 10 mm	m³	450.00		
4.1.2		Cut to fill, borrow to fill	m³			
4.2	8.3.4	(a) Cut to fill compacted to 90% of modified AASHTO maximum density	m³	280.00		
4.2.1		(b) Borrow to fill compacted to 90% of modified AASHTO maximum density (rockfill, process and compact)	m³	300.00		
4.2.2		Extra-over item 7.2.1 and 7.2.2 for excavating and breaking material down in:				
4.3	8.3.6	a) Intermediate excavation	m³	180.00		
4.3.1		b) Hard excavation	m³	200.00		
4.3.2		c) Boulder A excavation Class A	m³			Rate Only
4.3.3		d) Boulder A excavation Class B	m³			Rate Only
4.3.4		Cut to spoil:				
4.4	8.3.7	(a) Soft excavation	m³	150.00		
4.4.1		(b) Intermediate excavation	m³	100.00		
4.4.2		(c) Hard excavation	m³			Rate Only
4.4.3		(d) Boulder A excavation Class A	m³			Rate Only
4.4.4		(e) Boulder A excavation Class B	m³			Rate Only
4.4.5		Overhaul				
4.5		Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m³-km	15,000.00		
4.5.1						
4.6	SABS 1200MF	BASE Supply and construct 200mm thick base course from commercial source or designated borrow areas compacted to 98% Modified				
4.6.1	8.3.3	AASHTO maximum density (G6).	m³	500.00		
4.6.2	PSM8-2	Additional testing of pavement layers ordered by the Engineer				
4.6.3		Density tests	Prov Sum	1.00	50,000.00	50,000.00
4.7		Maximum Dry Density test (MOD)	Prov Sum	1.00	50,000.00	50,000.00
4.7.1		Overhaul				
		Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m³-km			Rate Only
4.8	Particular Spec. PS	GRASSING				
4.8.1		Scarify	m²	1,000.00		
4.8.2		Provide and apply top soil obtained from stockpile on site	m³	500.00		
4.8.3		Provide and apply fertiliser 600kg 2:3:2	Prov Sum	1.00	20,000.00	20,000.00
4.8.4		Supply and Planting Kikuyu Roll on lawn	Prov Sum	1.00	50,000.00	50,000.00
4.8.5		i) Contractor profit and overhead charges on 7.8.3 and 7.8.4 above	%	1.00		
4	TOTAL CARRIED TO SUMMARY					

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
5.1	SABS 1200 DB	SECTION 5: STORMWATER DRAINAGE STORMWATER DRAINAGE EARTHWORKS (PIPE TRENCHES) a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material for: (i) Trenches 1050mm wide to accommodate pipes of up to 450mm diameter for: - Depth exceeding 0m up to 1.5m - Depth exceeding 1.5m up to 2.0m (ii) Trenches 1500mm wide to accommodate pipes of up to 600mm diameter for: - Depth exceeding 0m up to 1.5m - Depth exceeding 1.5m up to 2.0m b) Extra over item 9.1.1 and 9.1.2 for intermediate excavation c) Excavate unsuitable material from trench bottom and dispose	m ³ m ³			Rate Only Rate Only
5.1.1			m ³			
5.1.2			m ³			
5.1.3			m ³			
5.1.4			m ³			Rate Only
5.1.5			m ³			Rate Only
5.1.6			m ³			Rate Only
5.2	SABS 1200 LB	BEDDING Provision of bedding from trench excavation: (a) Selected granular material (b) Selected fill material	m ³ m ³			Rate Only
5.2.1	8.2.1		m ³	60.00		
5.2.2			m ³			
5.2.3	8.2.2.3	Provision of bedding from commercial sources: a) Selected granular material b) Selected fill material	m ³ m ³	40.00 80.00		
5.2.4			m ³			
5.3	SABS 1200 LE	STORMWATER DRAINAGE PIPES Supply and lay concrete pipe culverts: (a) Reinforced concrete pipes with ogee joints geofabric wrapped on Class B bedding of diameters and class indicated: (i) - 300mm class 75D (ii) - 375mm class 75D (iii) - 450mm class 75D (iv) - 525mm class 75D (v) - 600mm class 75D (vi) - 900mm class 75D (b) Extra-over item 3.4.1 to 3.4.12 for cutting end units for culverts on site (i) Straight cut for pipes of diameter indicated 450mm 600mm 900mm	m m m m m m No No No	140.00 10.00		Rate Only Rate Only Rate Only Rate Only Rate Only Rate Only Rate Only Rate Only Rate Only
5.3.1			m			
5.3.2			m			
5.3.3			m			
5.3.4			m			
5.3.5			m			
5.3.6			m			
5.3.7			No			
5.3.8			No			
5.3.9			No			
5.3.10	8.2.8	Supply and install headwalls complete as detailed	No			
5.3.11	8.2.8	Supply and install side inlets and manholes complete as detailed	No	6.00		
5	TOTAL CARRIED TO SUMMARY					

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
6	SABS 1200 L	SECTION 6: MEDIUM-PRESSURE PIPELINES				
6.1	SABS 1200DB	MEDIUM-PRESSURE PIPELINES EXCAVATION: PIPE TRENCHES a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material for pipes for 600mm wide trenches for pipes up to and including 50mm diameter for trench depth: Over 0 m and up to 1.2m	m			Rate only
6.1.1						
6.2	SABS 1200 LB	PROVISION OF BEDDING				
8.2.1		Available from trench within 0.5km (Subclause 3.4.1)				
6.2.1		a) Selected granular material	m ³			Rate only
6.2.2		b) Selected fill material	m ³			Rate only
8.2.2.3		Imported from commercial sources				
6.2.3		a) Selected granular material	m ³			Rate only
6.2.4		b) Selected fill material	m ³			Rate only
6.8		Supply NAAN 5022U SPRINKLER ON SLED. PRESSURE = 1.5 - 3.0 Bar RADIUS = 11.9m FLOW = 200 l/h	No.			Rate only
6.9		BOREHOLES				
6.9.1		a) Geohydrological Services	Prov Sum			Rate only
		b) Supply, Deliver and Install Borehole Pump by Nominated Sub-Contractor. Rates shall include mechanical assessment, removal and fitting of pump, fittings, valves, pipework, casings, electrical works installation and commissioning including steel kiosk to house Pump				
6.9.2			Prov Sum			Rate only
6.9.3	SABS 1200 LC	CABLE DUCTS				
		a) Application for ESKOM Connection	Prov Sum			Rate only
		b) Contractor profit and overhead charges on items 6.9.1 to 6.9.3	%			Rate only
	PSL	INSTALLATION OF HIGH MAST LIGHTS				
		a) Supply, delivery, erection and commissioning of high mast lights including foundations and electricity connection by Nominated Sub-Contractor.	Prov Sum	1.00	3,321,558.58	3,321,558.58
		b) Contractor profit and overhead charges on items 6.9.1 to 6.9.3	%	1.00		
6	TOTAL CARRIED TO SUMMARY					

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
7.1	SABS 1200 DB	SECTION 7: SUBSOIL DRAINAGE SUBSOIL DRAINAGE EARTHWORKS (PIPE TRENCHES)				
	8.3.2	a) Excavating soft material situated within the following depth ranges below the surface level:				
7.1.1		- Depth exceeding 0m up to 1,0m	m³	300.00		
7.1.2		b) Extra over item 9.1.1 and 9.1.2 for excavation in hard material irrespective of depth	m³			Rate Only
		Natural permeable material in subsoil drainage systems and 100mm thick self drainage layer (crushed stone):				
7.1.3		a) Crushed stone obtained from commercial sources:	m³			Rate Only
7.1.4		i) Fine grade	m³	100.00		
		ii) Coarse grade	m³			
		Natural permeable material in subsoil drainage systems (sand):				
7.1.5		(b) Sand obtained from commercial sources:	m³			Rate Only
7.1.6		i) Fine grade	m³			Rate Only
7.1.7		ii) Medium grade	m³			Rate Only
		iii) Coarse grade	m³			Rate Only
	SABS 1200 LE	SUBSOIL DRAINAGE				
7.2		PIPES IN SUBSOIL DRAINAGE SYSTEMS				
	8.2.1	couplings:				
7.2.1		(a) 110 mm internal dia, perforated	m	200.00		
7.2.2		Bidim wrapped around Subsoil stone	m²	800.00		
7	TOTAL CARRIED TO SUMMARY					

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
8.1		SECTION 8: ASPHALT SURFACING				
	8.5.1	ASPHALT SURFACING				
		Prime coat				
8.1.1		(a) Prime coat using MC-30 grade cutback bitumen at a rate of 0.7 litres/m2	litre	294.00		
	8.5.3	Tack coat				
8.1.2		(a) 30% anionic stable grade emulsion	m²			Rate Only
	8.5.4	Asphalt				
		Medium continuously graded asphalt surfacing using 80/100 penetration bitumen and quartzitic aggregate / type IVa (Asphalt Institute) hot mix to:				
8.1.3		(a) Combi-court surface - 25mm minimum thickness	m²	420.00		
		Variations in quantities of prime and tack coat and bituminous binder:				
	8.5.5					
8.1.4		(a) Prime (MC-30 grade cutback bitumen)	litre			Rate Only
8.1.5		(b) Tack Coat (30% anionic stable grade emulsion)	litre			Rate Only
8.1.6		(c) Bituminous binder (60/70 penetration bitumen)	litre			Rate Only
8	TOTAL CARRIED TO SUMMARY					

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
9.1	SABS 1200 DB	SECTION 9: KERBING AND CHANNELLING				
		KERBING AND CHANNELLING				
		EARTHWORKS (DRAINS)				
		a) Excavating soft material situated within the following depth ranges below the surface level:				
9.1.1	9.3.2	- Depth exceeding 0m up to 0.5m	m ³	90.00		
		Trimming of excavations for concrete-lined open drains:				
9.1.2	9.2.7	(a) In soft material	m ²	150.00		
9.1.3		(b) In hard material	m ²			Rate only
9.1.4		Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density	m ³	20.00		Rate only
9.2	9.2.1	Concrete kerbing:				
		Precast concrete kerb SABS 927 Sunken kerb on 15MPa concrete bedding:				
9.2.1		a) Laid on straights and curves of radius over 20m.	m	200.00		
9.2.2		b) Laid on curves of radius over 4 m up to and including 20m.	m	100.00		
9.3	9.2.8	Concrete channelling:				
		300mm Precast concrete rainwater channel :				
9.3.1		a) Laid on straights and curves of radius over 20m.	m	300.00		
9.3.2		b) Laid on curves of radius over 4 m up to and including 20m.	m	80.00		
9.3	9.2.8	Cast in situ concrete lining for open drains:				
9.3.1		a) class 25/19 concrete lining in v-drains	m ³	20.00		
		Formwork to cast-in-situ concrete lining of open drains				
9.3.2		a) To sides with formwork on the internal face only	m ²			Rate only
9.3.3		b) To ends of slabs	m ²			Rate only
9.3.4		Steel reinforcement:				
		Welded steel fabric, mesh ref 345	kg			Rate only
9	TOTAL CARRIED TO SUMMARY					

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
10.1	1200 DA 8.3.2	SECTION 10: BUILDING WORKS BUILDING WORKS EXCAVATION (Small Works) Excavate in all materials and use as backfill compacted to 95% Mod AASHTO maximum density in 150mm layers, or dispose of off-site, for: Wall Foundations Extra-over item 2.3.1 for excavation in: Intermediate material 150mm thick G7 (or similar approved) fill material from commercial sources below surface beds, compacted to 87% Mod AASHTO maximum density 250micron DPC below surface bed placed on 20mm sand layer	m³ m³ m³ m²	50 20 20 120		
	8.1.3 8.4.3	CONCRETE Strength concrete: 25 MPa/19mm Wall Foundations 150mm Reinforced concrete surface bed 80mm concrete apron slab with saw cut joints at 1.2m maximum space	m² m³ m²	20.00 25.00 7.80		
	8.1.1 8.2.2	FORMWORK Smooth narrow widths up to 150mm wide: To sides of surface beds and apron slabs	m	150.00		
	8.1.2	REINFORCEMENT				
	8.3.1	Mild steel bars a) R8 to R12 High-tensile steel bars a) Y10 to Y25 High Tensile Welded Mesh Reference No 193	t t			Rate Only Rate Only
		SURFACE FINISHES Steel float finish to storeroom and service passage floors	m²	50.00		
	PB4.1	BRICKWORK 270mm cavity brick wall, up to 4m high, clay bricks, complete with wallties, brickforce every 3rd layer, DPC at floor level and around door and windows, cavity concrete filling where applicable and all lintols 230mm brick wall, up to 4m high, clay bricks, complete with wallties, brickforce every 3rd layer, DPC at floor level and around door and windows and all lintols 110mm brick wall, up to 3m high, clay bricks, complete brickforce every 3rd layer, DPC at floor level and around door and windows and all lintols	m² m² m²	150.00 50.00 80.00		
	PA5.10	ROOFING 150mm x 38mm treated SAPine wallplate fixed to wall Design, supply and installation of prefabricated treated timber roof trusses at 17.5 degree pitch, including all bracing and ties Supply and install roof covering (contractor to provide sample of cement roof tiles) including plastic sheeting, battens, fascias, barge boards, ridge cappings etc	m Sum	50.00 1.00		
	PB4.2	PLASTER 12mm thick smooth plaster finish to receive paint 12mm thick smooth plaster finish to receive tiles	m² m²	700.00 50.00		
	PA5.17	PAINTING Painting of plastered wall with 1 x base coat and 2 x finishing coats Pure Acrylic PVA or similar approved of approved colour	m²	700.00		
	PA5.8	TILING Supply and fix 200x200mm white ceramic tiles to walls, including all grouting, jointing and corner trims Supply and fix 200x200mm white ceramic tiles to floors, including all grouting and jointing Paint on waterproofing (Coprox or similar approved) to walls and floor behind tiles in showers	m² m² m²	65.00 150.00 70.00		
		CARPETS Supply and fix 500x500x8mm thick polypropylene Carpets to office floors	m²	12.00		
	PA5.14	RAINWATER GOODS 75x75 mm square PVC Box Gutters 75 x 75 mm square PVC box downpipes	m m	40.00 20.00		
10	CARRIED FORWARD					

10	BROUGHT FORWARD					
		PLUMBING AND DRAINAGE Hot water installation to building including 2 x geysers as per finishing schedules, driptrays, and all piping to delivery points according to layouts on the drawings Cold water installation from 1m outside of building, including water meter, isolation valve and all internal pipework to delivery points according to layouts on the drawings Plumbing and drainage installation according to layouts on the drawings, including all floor drains, gullies, P-Traps, Junctions etc as required	Sum	1.00		
	PC7.1		Sum	1.00		
	PC7.2		Sum	1.00		
		ELECTRICAL INSTALLATION Electrical Installation for interior lighting and water heating to building	Prov Sum	1.00		
	PA5.11	CEILING AND FINISHES Gysym board ceiling according to finishing schedule, including insulation	m²	80.00		
	PA5.7	Finishes according to details on Finishing Schedule Mirrors Coat Hooks Towel Rails Grab Rails Timber seating Lockers	No No No No No No	1.00 1.00 2.00 No 3.00		
	PA7.3	SANITARY FITTINGS Sanitary fittings according to details on finishing schedule Water Closets Wash hand Basins with taps Urinals Electrical Hand Dryers Urinal Dividers Soap Dispensers Toilet Paper Holders Paper Towel Dispenser	No No No No No No No No No	1.00 1.00 No No No 1.00 1.00		
	PA5.1	DOORS AND WINDOWS Doors as per details on door and window schedule D1 D2 D3 D4 D5 D6 Security Gate RSD1 RSD2	No No No No No No No No No	1.00 1.00 No No No No No No		
	PA5.2	Windows as per details on door and window schedule, including glazing W1 W2 W3 W4 Building works and finishes not scheduled specifically, to the discretion of the Engineer	No No No No Prov Sum	2.00 1.00 No No 1.00	20,000.00	20,000.00
10	TOTAL CARRIED TO SUMMARY					

ITEM	PAYMENT	DESCRIPTION	UNIT	SCHEDULED QUANTITY	RATE	AMOUNT
11.1		SECTION 11: PRECAST CONCRETE WALLING PRECAST CONCRETE WALLING Supply and erect 2.1m high plain precast concrete perimeter walling around sportsfield site including concrete bases as per drawing	m	100.00		
11.1.1		Supply and install 2.23m Full height standard turnstile (Single Configuration) to control entry only as per drawing	No.			Rate only
11.1.2		Supply and install 2.0m high x 2.5m wide galvanised steel gate (double gate) at start of access to sportsfield, including high security locking mechanism.	No.			Rate only
11.1.3						
11	TOTAL CARRIED TO SUMMARY					

MHLONTLO LOCAL MUNICIPALITY

TENDER FOR CONSTRUCTION OF MVUMELWANO SPORTSFIELD PHASE 2

CONTRACT NO. MHL/ES/M-15-16

SECTION No.	SUMMARY OF SCHEDULE OF QUANTITIES	AMOUNT
SECTION 1	PRELIMINARY AND GENERAL	R.....
SECTION 2	CLEARING & GRUBBING	R.....
SECTION 3	GABIONS AND PITCHING	R.....
SECTION 4	SPORTSFIELD PLATFORM	R.....
SECTION 5	STORMWATER DRAINAGE	R.....
SECTION 6	MEDIUM-PRESSURE PIPE & INSTALLATION OF HIGH MAST LIGHTS	R.....
SECTION 7	SUBSOIL DRAINAGE	R.....
SECTION 8	ASPHALT SURFACING	R.....
SECTION 9	KERBING AND CHANNELLING	R.....
SECTION 10	BUILDING WORKS	R.....
SECTION 11	PRECAST CONCRETE WALLING	R.....
	NETT TOTAL	R.....
	ADD : 10% CONTINGENCIES	R.....
	SUB TOTAL	R.....
	ADD : 15% VALUE ADDED TAX	R.....
	TOTAL SUM CARRIED TO FORM OF OFFER	R.....

**TIME FOR COMPLETION OF CONTRACT:
6 (SIX) MONTHS AS STATED IN THE FORM OF OFFER.**

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

PART C3 SCOPE OF WORKS

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C3.1 DESCRIPTION OF THE WORKS

C3.1.1 MISCELLANEOUS

The works specifications form an integral part of the contract documents and shall be deemed to supplement, the Standard Specifications

In the event of any discrepancy or conflict with any part or parts of the Standard Specifications, the Bill of Quantities or the Drawings, the Works Specifications shall take precedence.

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

C3.1.2 MLM's OBJECTIVES

The objective of the employer is to rehabilitate the existing Mvumelwano sports field into acceptable standards in ward 14 of Mhlontlo local municipality. This objective forms part of the municipality's drive towards addressing the backlog of sports and recreation infrastructure within the municipality.

Temporary employment opportunities coupled to training for the communities in close proximity of the sports field is part of this project. Labour-intensive construction methods will be used on those items of the work that are suitable to be executed in this manner.

C3.1.3 OVERVIEW OF THE WORKS

The existing adjacent sports field is of impermissible standards and caters for limited sports code. This has a negative impact on sports and recreation development and quality of life for the community of Mvumelwano. Therefore, an additional Sportfield facility permits to be built.

The work to be carried out includes the following:

- Construction of combi court to accommodate (volley ball, basketball and tennis) with dimensions of 28 x 15m,
- Construction of soccer field with dimensions of 120 x 90m,
- Installation of subsoil drainage system on both fields,
- Construction of new storm water drainage infrastructure including associated side inlets, manholes and headwalls,
- Erection of a precast perimeter concrete wall of 570m.

C3.1.4 EXTENT OF WORKS

Based on the findings of the status quo, investigations and analysis of the existing sports field facility in Mvumelwano, it is clear that additional works will be required to satisfactorily ameliorate the existing sports field situation into acceptable standards.

The Works to be carried out by the Contractor under this Contract comprise mainly of the following:

- (a) Mass earthworks which consist of clearing, cut and borrow to fill material to form proposed platforms,
- (b) A perimeter precast concrete walling of 570m,
- (c) Construction of 90m x 120m soccer field,
- (d) Construction of a Combi court consisting of (Tennis, Basketball and Volleyball sport codes) field with asphalt surface,
- (e) Installation of sub-surface drainage comprising 110 mm diameter perforated agricultural drains placed in 450x 500 mm deep at 12 metre intervals and to entire perimeter of the soccer field including associated side inlets, manholes and headwalls,
- (f) Installation of Stormwater pipes and channels with associated manholes and headwalls,

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

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

C3.1.5 LOCATION OF THE WORKS

The project area is located on ward 14 of Mhlontlo Local Municipal area, which falls under the jurisdiction of the O.R Tambo District Municipality in the Eastern Cape Province. The project focus area is located approximately 2kms south of Qumbu. Access to the project area is along the N2 from Qumbu branching off onto the gravel road DR01971 towards south east. This road Also provides access to Ndwane and Upper Kroza Villages.

Mvumelwano sports field Central coordinates are as follows:-

31°11'25.29" S

28°52'54.01" E

Refer to **Appendix 1** for locality plan.

C3.1.5 TEMPORARY WORKS

The Contractor will be responsible for accommodation of traffic, both on access routes and the residential area. It is anticipated that residents will be disrupted and this should be minimised as little as possible so as to ensure that residents have access to their properties at all times. Note that Councillors and residents will be informed well in advance via the CLO and Contractor.

Temporary works will comprise of dealing with water whilst constructing trenches, laying pipes and constructing the layer works.

During the construction the Contractor will ensure that the area is barricaded and safe for the public at all times.

C3.2 ENGINEERING

C3.2.1 DESIGN

The responsibilities for design are as follows:

Permanent Works:

Assessment, Concept and Preliminary Design	Engineer
Documentation to tender stage	Engineer
Detail design to approved for construction stage	Engineer
Temporary works	Contractor
Preparation of record drawings	Employer, the Contractor however has to provide the relevant information to the Employer to compile the record drawings

- (a) The Engineer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

C3.2.2 MLM'S DESIGN

The entire Permanent Works have been designed by the Employers representative, i.e. the Engineer.

C3.2.3 CONTRACTOR'S DESIGN

The Contractor will supply a typical layout for accommodation of traffic. Only after approval of these will he be given access to the site. Any alterations to this layout needs to be approved by the Engineer and the Employer.

C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 DESIGN PROCEDURES

All statutory requirements shall be taken into consideration.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

The work shall be executed in accordance with the conditions associated in this document.

C3.3.1.2 Resource standard pertaining to targeted procurement

Refer to C3.3.3

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

Not applicable

C3.3.2.2 Preferred subcontractors/suppliers

Refer to C3.3.4

C3.3.2.3 Subcontracting procedures

SubContractors shall submit a Health and Safety Plan to be approved by the Engineer.

C3.3.3 FEATURES REQUIRING SPECIAL ATTENTION REGARDING USE OF LOCAL LABOUR

C3.3.3.1 SMME & LOCAL LABOUR SPECIAL REQUIREMENTS

The Tenderer's attention is drawn to the following requirements which will form part of his responsibility and which he needs to take into consideration in his tender price regarding the use of SMME Contractors and the use of Local Labour for the work contained in Schedule A only:

- Worker Contracts need to be set up with each employee (full-time and casual).
- The Contractor is required to register with the South African Revenue Services.
- Registration with the Unemployment Insurance Fund (UIF) as well as the Compensation of Occupational Injuries and Diseases Fund (Workmen's Compensation) is required.
- Fulfilment of the following employment targets are essential and need to be attained:
 1. At least 10% of the Contract value must be sublet to SMME's (emerging sub-contractors in Qumbu).
 2. Create a minimum of 50 job opportunities on site for the duration of the contract period. Local labour needs to be employed within the boundaries of Qumbu.

C3.3.3.2 LABOUR INTENSIVE WORK

Guiding Principle

The guiding principles upon which the labour intensive work to be provided is based, include:-

- creating sustainable job opportunities,
- poverty alleviation,
- local authority empowerment, and

- ensuring financial accountability

In line with the above, the following targets have been set in order to reach objectives and this Contract will be subject to these targets:

- **Labour intensive methods of construction** are to be used where possible.

The Contractor shall therefore be required to plan his activities to maximise the use of local labour. A "local worker" is defined as a person whose domicilium citandi et executandi shall be in Qumbu. The rates tendered shall cover the full cost of the all labour intensive work.

The following activities will be conducted by hand:

- Placing of bedding
- Compacting of bedding
- Laying pipe lines
- Placing of the bedding blanket
- Construction of chambers
- Construction of kerbing and channels

C3.3.3.3 PENALTY CALCULATION

Use of SMME's

Should the contractor fail to meet the minimum requirement of subletting at least 3% of the Contract value to SMME's (emerging subcontractors), a penalty of 1,2 x the value of the amount to be sublet, minus the actual value sublet, will be implemented. This amount will be deducted from the Contractor's payment certificate.

The Contractor is to indicate to the Client via a report certified by their auditors indicating that at least 3% of the Contract value has been paid to SMME's.

Use of Local Labour

Should the contractor fail to meet the minimum requirement of creating 50 employment opportunities on site for the duration of the contact, a penalty of 1,5 x the value of the amount of employment that was not created, calculated at R140-00 per day per person, will be calculated and imposed. This amount will be deducted from the Contractor's payment certificate.

The Contractor is to indicate to the Client via a report certified by their auditors indicating the payments made to Local Labour.

MHLONTLO LOCAL MUNICIPALITY

BID NO: MIG/EC/CS/346520-20/21

1. C3.4 : CONSTRUCTION

C3.4.1 WORKS SPECIFICATION

C3.4.1.1 Applicable SANS standards

SANS 1914-1:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises
SANS 1914-2:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Partners in Joint Ventures
SANS 1914-3:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Partners in Joint Ventures
SANS 1914-4:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Labour (local resources)
SANS 1914-5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Labour
SANS 1914-5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises in Concession Contracts

C3.4.1.2 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
SABS 1200 C	Site Clearance
SABS 1200 D	Earthworks
SABS 1200 DB	Earthworks (Pipe trenches)
SABS 1200 DM	Earthworks (Roads, Subgrade)
SABS 1200 G	Concrete (Structural)
SABS 1200 HB	Cladding and Sheeting
SABS 1200 L	Medium- Pressure Pipelines
SABS 1200 LB	Bedding (Pipes)
SABS 1200 LD	Sewers
SABS 1200 LE	Stormwater Drainage

Including all revisions and conversions to SANS Standard Specifications

In addition the following particular specifications shall apply:

PAMetal, Timber, Paint and Ancillary Works
PBBrickwork and Masonry
PCPlumbing Services

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PART A: GENERAL

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SABS 1200 G	Concrete (Structural)
SABS 1200 HB	Cladding and Sheet piling
SABS 1200 L	Medium- Pressure Pipelines
SABS 1200 LB	Bedding (Pipes)
SABS 1200 LD	Sewers
SABS 1200 LE	Stormwater Drainage

Including all revisions and conversions to SANS Standard Specifications

In addition the following particular specifications shall apply:

PA Metal, Timber, Paint and Ancillary Works
PB Brickwork and Masonry
PC Plumbing Services

SCOPE OF WORKS
PART A: GENERAL

1. MATERIALS

1.1 Availability of materials

(a) Topsoil

Topsoil shall be carefully removed, stockpile and re-used for grassing.

(b) Natural gravel for earthworks

Gravel material used for construction of the sports fields shall be obtained from the local borrow pit.

(c) Sand for concrete

Sand shall be obtained from commercial sources.

(d) Water sources

Water availability shall be negotiated with surrounding villagers and local authorities. Responsibility will be on the Contractor to determine the suitability of water for use in construction of the layer works and/or structures.

2. DRAWINGS

The reduced drawings that form part of the bid document shall be used for bid purposes only.

The successful Contractor will receive three sets of construction drawings. The Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor, which the Engineer's Representative requires to complete his "as built" drawings, shall be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

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

The Contractor shall submit final levels to the Engineer for confirmation before commencing to subsequent layer works. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

3. POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangements concerning the supply of electrical power, i.e. ESKOM connection or generated power, (generators kW capacity to be approved by the Engineer) and all other services. No direct payment will be made for the provision of electrical and other services. The

cost thereof shall be deemed to be included in the rates and amounts bid for the various items of work for which these services are required.

4. CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas. Except where provided for in the Specifications, no additional payment will be made for work done in restricted areas. In certain places the width of the fill material and layer works may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the bid rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

5. CONTRACTOR'S CAMP SITE

5.1 Establishment

The establishment of all labour, plant and materials on Site is the responsibility of the Contractor and all arrangements in this respect are the Contractors' responsibility.

5.2 Communications

The Contractor shall provide and maintain a continuous means of on Site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative. The Contractor must provide the Engineer with cellular phones as required which will be paid for under Item 1.7.3.3 The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

5. SECURITY

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. The Contractor will also be responsible for the security of the areas around the Engineer's offices and the laboratories.

7. ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

7.1 Environmental Management

The Contractor shall be responsible for implementing and managing an Environmental Management Plan in terms of Part C of the Scope of Works.

The Contractor's authorised agent shall report to the Engineer regarding compliance with the conditions as stipulated in the Environmental

Management Plan. The Engineer will indicate an Environmental Controller who, in addition to his normal duties, will have direct responsibility for the liaison with the Contractor and the Engineer to ensure the implementation and monitoring of the Environmental Management Plan.

The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in Part C of the Scope of Works. The Contractor shall prepare a detailed Method Statement to the Environmental Controller detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials. Where in the opinion of the Engineer, the Contractor has not adhered to these requirements, the Contractor shall rectify the damage at his cost and to the satisfaction of the Engineer.

7.2 Occupational Health and Safety (OHS)

The Contractor shall comply to the OHS Act 1993 (Act 85 of 1993), as well as the specifications contained in Part H of the Scope of Works, including the HIRA (Hazard Identification and Risk Assessment).

8. PROMOTING SMALL, MEDIUM AND MICRO ENTERPRISES

It is recommended that as much of the construction work as possible be undertaken by Small, Medium and Micro Enterprises (SMME's). For this purpose SMME's shall be employed wherever possible and feasible for specific selected works.

9. TRAINING

It is recommended that the employees of the Employer and also labourers employed locally shall receive accredited training which shall consist of on-the-job training and formal classroom lectures in order to increase their level of competency and to enhance their ability to secure future employment.

The Contractor will be responsible for normal in-service training of his own permanent employees and he shall allow therefore in his bid rates and prices. Provision is however made in the bid documents for additional special training of employees of the Employer, emerging Contractors and local labour as necessary and for this purpose a provisional sum is provided for training as directed by the Engineer.

Training shall be in accordance with the Construction, Education and Training Authority (CETA), training programmes and as directed by the Engineer. Training shall be done by accredited training personnel and the Contractor shall allow in his programme and bid rates and prices for his employees to attend formal lectures and training sessions during working hours. Salaries paid to workers for hours attending classroom-training sessions during working hours, may be recovered from the amount provided in the Schedule of Quantities for training. Salaries paid to workers for hours spent on-the-job training will not be refunded.

The attendance at and completion of each course by members of the local community must be certified by the CETA and copies of such certificate, are to be submitted to the Engineer.

10. CONTRACT PARTICIPATION GOAL

10.1 Targets

The Employer has determined the minimum Contract Participation Goal for this Contract to be as follows:

	Min	Max
TP4 (APP4) Targeting of Local Resources	5 %	10 %

The Target Area for TP4 (APP4) is the area within a radius of 50 km from the centre of the section of sports field to be constructed for this contract.

The local labour percentage included in Local Resources shall be deemed as 0 % for this Contract. Should the Contractor require additional labour, over and above those provided by the Employer, he must employ local labour.

10.2 Weighing factors

Weighing factors, which shall apply in calculating points scored by the Contractor, are summarised in the Appendix to Bid (see Section 8).

11. REPORTING REQUIREMENTS

The Contractor shall, together with the Engineer's Representative, on a fortnightly basis, draw up and submit to the Engineer a fortnightly Progress Report to be delivered at the fortnightly site meeting.

The Report shall detail:

Progress measured against the approved programme

Value of work done and a cash flow prediction for the remainder of the Contract.

Labour returns as required by the Employer.

Plant Schedule

Occupational Health and Safety report including accident statistics.

Any pending claims

Rain days and other delays

A report from the Community Liaison Officer

Any other reports requested by the Employer or Engineer.

SCOPE OF WORKS

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

Status:

Should the Variations and Additions to the Standardized Specifications conflict with any requirements of the Standardized Specifications listed under Clause B1 the Variations and Additions to the Standardised Specifications shall be binding.

PSA GENERAL

PSA1 MATERIAL

PSA1.1 Quality of Materials and Workmanship (Clause A3.1)

Unless otherwise specified, directed or approved, all materials and workmanship on the Works shall comply with the appropriate SABS Specification or Code, or in absence thereof, the appropriate BS Specification or Code, and shall bear the official mark of the appropriate standard. The latest revisions of all specifications and codes shall apply as well as all conversions from SABS to SANS Specifications.

All materials, shall, except where otherwise specified, be new and of the best quality and shall be suitable to withstand and to operate satisfactorily under all possible climatic and weather conditions which can reasonably be expected at the Site.

All storage, handling, transport, erection or installation of plant, equipment and materials shall be carried out in accordance with the supplier's or manufacturer's instructions, provided that the Engineer may vary such instructions should he deem such variations necessary. Where supplier's or manufacturer's instructions are in conflict with the Specifications, the requirements of the Specifications shall apply unless otherwise agreed to by the Engineer. Any such conflict shall be brought to the Engineer's notice by the Contractor.

Any specification listed in these Project Specific Specification shall be overruled by the applicable SAB RAM standard. Any conflict between these specifications and the SAB RAM standard shall be brought to the Engineer's attention immediately.

PSA3 CONSTRUCTION

PSA3.1 Setting Out of the Works (Clause A5.1.1)

The Contractor shall check the levels of all the pegs and any discrepancies regarding the levels shall immediately be brought to the attention of the Engineer. No pegs shall be removed without the written permission of the Engineer and any pegs which interfere with the Works and are removed with the Engineer's consent shall be suitably referenced by the Contractor to the satisfaction of the Engineer before the same are removed for construction purposes.

The Engineer may vary the final exact location of any part of the Works taking the local conditions into consideration. The Contractor shall therefore notify the Engineer immediately after any preliminary setting out of any portion of the Works has been done and before detailed setting out or construction work has been commenced. Only after approval of that portion of the Works by the Engineer may the detailed setting *out and* construction be commenced. All setting out shall be done from reference points specified on the drawings.

PSA3.2 Services (Clause A5.4)

Where services have to be deviated or re-routed temporarily or permanently, such work shall only be carried out with the prior approval of the Engineer and the appropriate Authority and in a manner as directed or approved by the Engineer and the appropriate Authority.

All necessary final arrangements with the appropriate Authority for such deviation or re-routing shall be made by the Contractor.

PSA3.4 Survey Assistants and Materials

The Contractor shall make available to the Engineer two suitably educated survey assistants for use on and about the Site at all reasonable times. The Contractor shall supply all pegs and concrete, together with the necessary labour for excavation, mixing, and placing as and when required.

PSA4 MEASUREMENT AND PAYMENT

PSA4.1 Fixed-Charge and Value - Related Items (Clause A8.2.1)

The sums contracted in respect of fixed-charge and value-related items shall not be increased should extension of time be granted for the completion of the Works.

Initial payments in respect of fixed-charge and value-related items, excluding the item for removal of site establishment, will be limited to a combined maximum of 7.5% of the Contract Sum for the Works and the balance, if any, will be paid after 50% of the Contract Sum for the Works has been certified for payment.

PSA4.2 Setting Out of Works (Clause A8.2.1)

Cost in connection with setting out of the Works shall not be paid separately and shall be included as overhead costs in the rates and prices in the Schedule of Quantities.

PSA4.3 Time-Related Items (Clause A8.2.2)

The sum Contracted in respect of a time-related item will be increased should extension of time be granted for the completion of the Works, provided that the activity for which the relevant sum was contracted has to be maintained during the extended period. The relationship between the increased sum for a time-related item to the Contracted sum for such item, shall be the same as the relationship of the extended time for completion of the Works to the original time allowed for completion of the Works.

PSA4.4 Watching, Barricading, Lighting and Traffic Crossings (Clauses A8.2.1 and A8.2.2)

All fixed-charged and time related costs relating to watching, barricading, lighting, traffic crossings and access routes required shall be included in the amount for the relevant "Other Obligations".

PSA4.5 Telephone (Clause A8.2.1 and A8.2.2)

All costs relating to the telephone calls and telephone rental shall be included in the relevant amounts in the Schedule of Quantities for the telephone.

PSA4.5 Testing (Clause A8.5)

The cost of all sampling and testing to be carried out by the Contractor or by approved laboratories shall be included in the sum for "Other Time-Related Obligations" and no separate payments will be made in connection therewith. This also applies to the casting, curing and testing of concrete test cubes.

Control testing by the Engineer will be paid for from the Provisional Amount in the Bill of Quantities.

PSA4.7 Dayworks (Clause A8.7)

Dayworks shall be paid according to the stipulations of the Daywork Schedule. No payment shall be made for dayworks without a written site instruction.

All costs in connection with the location and deviation or rerouting of existing services will be paid under Dayworks.

PSA4.9 Survey Assistants and Materials

The use of assistants and materials by the Engineer shall be measured and paid under Dayworks.

PSA4.10 Occupational Health and Safety Requirements

All costs relating to compliance with statutory Health and Safety requirements shall be included in the relative items.

PSA4.11 Topographical Survey

Before commencement of the works the contractor shall survey the area of the works. The survey shall be referenced to mean sea level and shall include known points on site for orientation purposes.

PSA8.3.1 Contractual Requirements

Add to sub-clause 8.3.1:

"In addition, the tendered sum shall cover all initial costs incurred in compliance with the requirements of the Contract Data"

PSA8.3.2 Establish Facilities on site

(a)Facilities for the Engineer

PSA8.3.5 Add the following Pay Item

(ii)Digital camera (1No).....Unit:
Sum

The tendered rate shall include for the cost of Sony Cyber-Shot DSC-HX5V digital camera for the sole use of the Project Manager's staff and will become the property of the Client on completion of the project.

PSA8.3.7 Add the following Pay Item

Compliance with Health and Safety
Act.....Unit: Sum

The tendered rate shall include for the cost of providing a Health and Safety Plan and the employment of a Health and Safety Officer as intended in the Contract Data.

PSA8.3.8 Add the following Pay Item

Compliance with the Environmental Management
plan.....Unit: Sum

The tendered rate shall include for the cost Compliance with the Environmental Management Plan as detailed in the Scope of Works.

PSA8.4 Scheduled Time-Related Items

PSA8.4.1 Contractual Requirements

The Contractor shall tender a monthly amount in the Schedule of Quantities to cover the time-related establishment costs. The amount tendered and paid shall be full compensation to the contractor for:

- i) The maintenance of his whole organisation as established for the contract.
- ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Contract Data or Tender where applicable.
- iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in the Contract Document.

The Contractor shall tender a Monthly Amount as full compensation for the above mentioned items.

PSA8.4.5 Other Time-related Obligations

a) Community Liaison Officer.....Unit:Mnth

This item shall cover the cost of employing a Community Liaison Officer on a monthly basis. The duties of the Community Liaison Officer shall be:

1. Represent the community and assist the Municipality, Contractor and the Engineer with communication between them and the community. Inform community regarding the project detail, safety precautions and programme.
2. Be available at the site office generally between the hours of 07:00 and 09:00 and again from 15:00 until end of working day. Normal working hours will be from 07:00 am till 17:00.
3. Assist with relocation of people, where applicable.
4. Maintain an up to date record of potential employees within the community and provide the contractor with copies of this information.
5. To identify, screen and nominate labour from the community in accordance with the Contractor's requirements and determine,

- in consultation with the Contractor, the needs of local labour for employment and relevant technical training, where applicable.
5. Liaise between Contractor and labour regarding wages and conditions of employment.
 7. Communicate daily with the Contractor on labour related issues such as numbers and skills.
 8. Identify possible labour disputes, unrest, strikes, etc., in advance and assist in their resolution.
 9. Have a good working knowledge of the contents of the contract document regarding labour and training matters.
 10. Attend all meetings at which the community and/or labour is represented or discussed.
 11. Attend contract site meetings and report on community and labour issues at these meetings.
 12. Co-ordinate and assist with the obtaining of information regarding the community's needs (questionnaires, etc.)
 13. Inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform them timeously of when they will be relieved.
 14. Ensure that all labour involved in activities when tasks have been set, are fully informed of the principle of task based work.
 15. Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
 15. Keep a daily written record of interviews and community liaison.
 17. Arrange venues for training if required.
 15. Assist with the training and education of the community regarding the correct usage of the services where applicable.
 15. Any other duties that may become necessary as the work progresses.

b) Upkeep of Health and Safety File.....Unit: Mnth

This item shall cover the cost of maintain a Health and Safety File on site and complying with the OHS Act.

d) Compliance with the Environmental Management Plan.....Unit: Mnth

This item shall cover the cost for complying with the EMP and the CONSTRUCTION of borrow pits.

PSC SITE CLEARANCE

PSC1 CONSTRUCTION

PSC1.1 Individual Trees (Clause C5.2.3.2)

The penalty for damaging or removing trees not specifically instructed by the Engineer to be removed, shall be R5500-00 per tree.

PSC1.2 Topsoil (Clause C5.5)

Topsoil shall be stored in designated stockpile areas for later use as indicated by the Engineer.

PSC2 MEASUREMENT AND PAYMENT

PSC2.1 Basic Principles (Clause C8.1)

The transport of cleared and grubbed materials and debris and the disposal thereof by the Contractor away from the Site shall not be measured separately and all costs in connection therewith shall be included in the rates for the relevant items.

PSC2.2 Clear and Grub (Clause C8.2.1)

The depth of clearing and grubbing for these works shall be deemed to be 150mm.

The transportation of cleared and grubbed materials and debris and the disposal thereof by the Contractor away from the site shall not be measured separately and all costs in connection therewith shall be included in the rates for the relevant items.

PSD EARTHWORKS

PSD1 INTERPRETATIONS

PSD1.1 Definitions (Clause D2.3)

Where a slope or batter is given in the Specifications or on the Drawings as a ratio, the first figure refers to the vertical e.g. 1,5:1 means 1,5 vertical to 1 horizontal.

PSD2 MATERIALS

PSD2.1 Classes of Excavation (Clause D3.1.2)

The excavation of material shall be classified as follows for purposes of measurement and payment:

Soft Excavation

Soft excavation shall be excavation in material which can be efficiently removed with a pick and shovel.

Intermediate Excavation

Intermediate excavation shall be excavation in material which cannot be efficiently removed with a pick and shovel and in which blasting or drilling and wedging is not required. It shall therefore be material which can be removed by machine.

Hard Rock Excavation

Hard rock excavation shall be excavation in material which cannot be removed without blasting or without wedging and splitting.

Boulder Excavation (Class A & B)

Boulder excavation shall be the removal of boulders smaller than 0,01m³, which can be efficiently removed by hand.

The Engineer's determination of the classification of the excavation shall be final and binding.

➤ **PSD2.2 Replacing Overbreak in Excavations for Foundations (Clause D3.2.2)**

Under no circumstances are foundations or other supports to be founded on earthfill or rockfill or made up ground of any description without the written approval of the Engineer. Where instructed by the Engineer, the Contractor shall replace overbreak with mass concrete of the grade as directed, at his own expense.

➤ **PSD2.3 Backfill Below Surface Beds (Clause D3.2.4)**

Unless otherwise specified, fill or backfill material below surface beds shall be in accordance with the requirements of Clause PSD2.2 i.e. Material Suitable for Replacing Overbreak in Excavations for Foundations.

PSD3 CONSTRUCTION

PSD3.1 Safety and Traffic Control (Clause D5.1.1 and D5.1.5)

The Contractor shall control the access by the general public to the Site in collaboration with and as approved by the Engineer. No unauthorised persons may enter the construction Site.

Where trenches cross roads, the Contractor shall so arrange his work so that at least one traffic lane is available at all times.

PSD3.2 Explosives (Clause D5.1.1.3)

The Contractor shall not use explosives under any circumstances.

PSD3.3 Detection, Location and Exposure of Services (Clause D5.1.2.2)

If existing services are not indicated on the Drawings, the Contractor shall inform the Engineer of the lack of data concerning existing services and he shall request the Engineer to point out known existing services, before commencing excavation. Should the Contractor fail to do so, he shall rectify and repair any damaged services at his own expense.

PSD3.4 Damage to Roads or Services and Reinstatement (Clause D5.1.2.4 and D5.1.5)

Where the Contractor is required to rectify or repair damaged services or roadwork, such repair work shall be carried out in such a manner that all road layers or services are reinstated to their previous condition in all respects and to the satisfaction of the Engineer.

Should the Contractor damage any of the existing buildings, structures or services either through negligence or, in the opinion of the Engineer, through lack of reasonable precautions, the Contractor shall repair the same to the satisfaction of the Engineer and bear the cost of such repair work.

PSD3.5 Surplus Excavated Material (Clause D5.1.4.3)

Surplus excavated material which is suitable for later use in the Works shall be stockpiled on the Site in a position indicated by the Engineer.

Unsuitable surplus excavated material shall be removed from the Site and disposed of at the Contractor's discretion and to the satisfaction of the Engineer.

PSD3.5 Excavation (Clause D5.2.2.1c)

Where permanent structural concrete or a blinding layer is to be cast on or against an excavated surface, the allowable tolerance for a projection into the excavation profile shall be ± 10 mm.

PSD3.8 Backfilling Around Structures (Clause D5.2.3.2)

Unless otherwise directed or indicated, all other backfilling around structures shall be compacted to at least 93% of Modified AASHTO maximum density.

The use of heavy compaction plant adjacent to structures is subject to the approval of the Engineer but such approval shall not relieve the Contractor of his

obligations in terms of the Contract and the Contractor shall remain fully responsible for the safety of the structure.

PSD3.9 Overhaul (Clause D5.2.5.2)

The transportation of surplus excavated material to dumping sites and filling material from borrow pits located by the Contractor shall be deemed to be freehaul.

PSD4 TOLERANCES

PSD4.1 Moisture Content and Density (Clause D5.2)

Degree of Accuracy I will be applicable to the Works.

PSD5 TESTING

PSD5.1 Taking and Testing of Samples (Clause D7.2)

The results of all tests carried out by the Contractor shall be made available to the Engineer as soon as possible after the tests have been carried out. All compaction tests for his own construction quality control shall be at the expense of the Contractor.

Control tests by the Engineer shall be paid for separately from the provisional amount provided for this purpose.

PSD5 MEASUREMENT AND PAYMENT

PSD5.1 Basic Principles (Clause D8.1)

All costs for temporary storage and double handling of excavated material which is destined for use in the Works at some later stage shall be included in the excavation rates.

All excavations will be measured nett in accordance with the dimensions and specifications and no extra payment will be made for excavation for the provision of working space.

No additional payment shall be made for the replacement of overbreak necessary to provide working space or for other overbreak by the Contractor.

PSD5.2 Computation of Quantities (Clause D8.2.2)

Design plans of the Works will be prepared by the Engineer. These plans shall be inspected by the Contractor and he shall confirm acceptance thereof as correct or otherwise indicate where he disagrees with the same, before commencement of site clearing, excavations or filling and all cross sections and computations in respect of excavations and/or fill will be based on the agreed plans.

PSD5.3 Restricted Excavation (Clause D8.3.3)

Restricted excavation for footings, foundations, pipe trenches and the like shall be measured to depths indicated in the Schedule of Quantities. The depths stated shall be measured from either the level of the top of the bulk fill or the bulk excavation level or the underside of concrete surface beds as the case may be.

PSD5.4 Importing of Materials (Clause D8.3.4)

Where material has to be imported, the Contractor shall identify suitable sources of such material. The rate for importing material shall cover the cost of locating

suitable material, handling and transportation to Site regardless of distance and origin.

The rate for the importing of materials also includes the placing and compaction of the material for the different areas of use and separate rates are applicable to each compaction density.

PSD5.5 Overhaul (Clause D8.3.5)

No overhaul for the removal of surplus materials shall be payable in these Works. These transportation costs shall be included in the relevant excavation rates.

PSD5.5 Trimming of Excavated Surfaces

The trimming of excavated surfaces shall be included in the relevant excavation rates.

Surfaces on or against which a blinding layer is cast, will not be measured separately and the trimming, compaction, etc. must be included in the rate for the blinding layer.

PSD5.7 Treatment of Excavated Surfaces

The compaction and stabilising of excavated surfaces on which fill or surface beds are to be placed shall be measured and paid per square meter for the depth of the layer to be treated.

The rate shall include the scarifying, watering, shaping and compacting of the in-situ material. Each compaction density shall be measured separately. This shall not be applicable to foundation excavations.

PSD5.8 Excavation for the provision of working space

No additional payment will be made for excavations to provide working space unless prior approval for such excavations have been obtained from the Engineer in writing.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB1 MATERIALS

PSDB1.1 Material for Reinstatement of Roads and Paved Areas (Clause DB3.5)

Road layers and the wearing surface must conform to the requirements of the relevant authorities and the materials used must be similar to the existing material.

PSDB1.2 Treatment of Excavated Material (Clause DB3.7)

Where excavated material can be rendered suitable for backfilling by screening, or other treatment and where no suitable material within a freehaul distance of 0,5 km from the point of placing is available, the Engineer may require the Contractor to treat the excavated material to render the same suitable for backfilling provided that at least 50% by volume of the material is recovered after treatment. Where otherwise suitable excavated material from a trench is, in the opinion of the Engineer, contaminated due to the Contractor's methods of working, the above mentioned treatment shall be carried out at the Contractor's expense.

PSDB2 CONSTRUCTION

PSDB2.1 Water in Trenches (Clause DB5.1.2)

Water in pipe trenches may cause movement of the pipes due to flotation and backfilling must therefore be carried out as soon as possible. Should movement of pipes occur the Contractor shall, unless otherwise directed by the Engineer, remove the pipes from the trench and relay the same, in accordance with the Specification, all at his own expense.

PSDB2.2 Minimum Cover and Trench Base Width (Clause DB5.2)

Bedding is also required for pipes of external diameter less than 125 mm. The minimum trench base width for pipes smaller than 125 mm laid at a depth not exceeding 1,5 m shall be 500 mm. Minimum cover on top of any pipe is 1,0 m.

PSDB2.3 Over-Excavation of Trenches (Clause DB5.5)

Where pipe trenches are excavated by the Contractor to depths in excess of those specified, directed or indicated on the Drawings, such over-excavation shall be backfilled with suitable approved selected material in layers not exceeding 150 mm uncompacted thickness and compacted to the density of the adjacent undisturbed material or as directed by the Engineer.

Where the Engineer deems this method of backfilling inadequate he may require the over-excavation, or parts thereof, to be filled with mass concrete of the grade as directed.

All backfilling of over-excavation shall be at the Contractor's expense.

PSDB2.5 Backfilling (Clause DB5.5)

The requirements of Clause PSDB1.2 shall also apply.

PSDB2.5 Compaction (Clause DB5.7)

Backfilling to pipe trenches shall be compacted to 93% of Mod AASHTO max. density, up to finished ground level, in areas not subjected to traffic loads.

In areas subjected to traffic loads, the backfilling shall be compacted to 95% of Mod AASHTO max. density to the underside of the road formation for a distance of at least 1,0 m past either extremity of the road formation.

PSDB2.7 Reinstatement of Surfaces (Clause DB5.9.5.1)

The thickness of the bitumen premix layer shall be at least 25 mm after compaction.

PSDB2.8 Exposing of Existing Pipelines

It shall be required from the Contractor to expose existing pipelines. Exposure could be over a length of the existing pipeline or at specific positions for the connecting in of pipelines, installation of valves and fittings, cutting off of existing pipelines or the exposing of informal connections.

The excavation shall be done in such a manner that no damage is done to existing pipelines and will be regarded as hand excavation. The method of excavation must be allowed for in the Contractor's construction programme.

PSDB3 TESTING

PSDB3.1 Testing (Clause DB7.1)

All compaction tests for his own construction quality control shall be at the expense of the Contractor.

Control tests by the Engineer will be paid for separately from the Provisional Amount provided for this purpose.

PSDB4 MEASUREMENT AND PAYMENT

PSDB4.1 Computation of Quantities (Clause DB8.2.2)

Excavations for pipelines shall be measured in linear meter. The length used for computation shall be the face to face distance between the outer faces of manholes, catchpits, etc. The excavation for manholes, catchpits and the like shall be measured separately as part of the applicable unit.

PSDB4.2 Treatment of Excavated Material (Clause DB8.3.3)

A separate payment will be made where the Contractor is requested to treat excavated material to render the same suitable for backfilling per m³ of treated material measured in accordance with specified theoretical dimensions

PSDB4.3 Existing Services that Intersect a Pipe Trench (Clause DB8.3.5(a))

The rate for existing services that intersect a pipe trench shall include the method of excavation necessary to avoid damage to the existing service, all protective measures and supports required to avoid damage, any selected fill required around the existing service and any revisions, delays or disruptions of the programme of the Works, including any matters arising or related thereto. Services which are no longer in use shall not be measured. Only services which are exposed by the trench excavations shall be measured. Informal connections will not be regarded as an existing service.

Excavation around existing services, as determined by the Engineer on Site, shall be deemed to be restricted excavation.

PSDB4.4 Existing Services that Adjoin a Pipe Trench (Clause DB8.3.5(b))

The rate for existing services that adjoin a pipe trench shall include the method of excavation required to avoid damage to the existing service, all protective measures and supports required to avoid damage, any selected fill required around the existing service and any revisions, delays or disruptions of the programme of the Works, including any matters arising or related thereto. Services which are no longer in use shall not be measured.

PSDB4.5 Reinstate Road Surfaces Complete with all Courses (Clause DB8.3.5.1)

The reinstating of all courses and road surface shall be measured and paid together for the theoretical excavation width. The rate shall include the provision and construction of all materials for each course, the repair of adjacent damaged areas and all labour and costs related thereto during the construction and maintenance periods.

PSDB4.5 Supply of Backfill Material by Importation

The provision of backfill material by importation from a borrow pit shall be measured and paid for per m³ in accordance with the specified theoretical dimensions, as an extra over on the excavation and backfill item for pipe trenches.

PSDB4.7 Exposing of Existing Pipelines

Exposing of existing lines will be measured per linear meter or per unit, as specified in the Schedule of Quantities. The rate must allow for the method of excavation necessary to avoid damage to the existing service and all protective measures and supports required.

PSDB4.8 Excavations for pipes (Clause DB8.3.2(a))

Payment for sections of pipelines, which are partially complete, will be as follows:

- a) Completion of excavations and installation: 50% of scheduled rate.
- b) Completion of backfilling and compaction: 95% of scheduled rate.
- c) Completion of testing: 100% of scheduled rate.

Less the percentage of retention as per the Appendix.

PSLE3.2 Manholes, Catchpits, Connection Boxes and the like (Clause LE8.2.8)

Manholes, draw boxes and the like shall be measured per unit for the various types and sizes as per Clause LE8.2.8 but the rates shall also include all excavations and backfilling required in connection therewith and for the cleaning and treatment, with one coat of bitumen paint, of the covers subsequent to installation.

PSLE3.3 Connections to Existing Stormwater Drains

Connections to existing stormwater drains will be measured and paid per unit. The rate shall include the breaking into the existing pipe or manhole, the building in of the new pipe and the making good of the pipe or manhole subsequent to the completion of the connection.

C3.5: MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS standards

As specified under Clause C3.4

C3.5.1.2 Particular / generic specifications

As specified under Clause C3.4

C3.5.1.3 Planning and Programming

If, during the progress of the Works, the quantities of work performed per week fall below those shown on the approved Contractor's programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the Works within the period defined in term of Clause 5.12 of the Conditions of Contract or any extended time granted.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 9.2 of the Conditions of Contract.

The approval of a programme by the Engineer shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor's attention is also drawn to C3.4.10.

C3.5.1.4 Sequence of the works

It is a requirement that the appointed contractor programs the Works such that work is carried out simultaneously in each of the wards in which roads are to be constructed within the Cluster. This requirement must be taken into account when programming the sequence of works and the allocation of resources. No additional payment will be made for complying with this requirement. The programming of the works must be carried out in consultation with the various Ward Councillors and must be adjusted on a regular basis in consultation with the Engineer. (Refer also C3.5.1.3 and the Contract Data)

C3.5.1.5 Software application for programming

Not applicable.

C3.5.1.6 Methods and Procedures

The Works shall be executed in terms of the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.7 Quality plans and control

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.8 Environment

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.5.1.9 Accommodation of traffic on public roads occupied by the Contractor

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.10 Other contractors on Site

Refer PSC 3.1, the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.11 Testing, completion, commissioning, and correction of defects

Refer the various and applicable SANS/SABS specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.12 Recording of weather

Refer C3.4.2.5.

C3.5.1.13 Format of communications

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Communication and Request Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Engineer at all times.

C3.5.1.14 Key personnel

Key personnel shall be on site at all times to control and supervise construction activities.

C3.5.1.15 Management meetings

The Contractor shall have regular site management meeting to coordinate and manage the Works.

Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Engineer.

C3.5.1.16 Forms for contract administration

The Employer, the Contractor and the Engineer shall operate and maintain their own individual contract administration systems.

C3.5.1.17 Electronic payments

Not applicable.

C3.5.1.18 Daily records

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.19 Bonds and guarantees

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.20 Payment certificates

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.21 Permits

Not applicable.

C3.5.1.22 Proof of compliance with the law

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.23 Insurance provided by the employer

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1 HEALTH AND SAFETY

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT FOR CONTRACT WORK IN MHLONTLO LOCAL MUNICIPALITY

INTRODUCTION

This document is to assist Principal Contractors and Mhlontlo Local Municipality Management in managing and supervising the construction work environment in order to minimise the probability of incidents which could result in an injury, accident, fire or loss. Every member of the MLM has the authority and responsibility to report to Management any operation or deficiency, which contravenes the Safety Specifications listed in this document in order to take appropriate remedial action.

Note:

The Principal Contractor must prepare a Health and Safety plan based on these specifications and return to MLM for approval prior to consideration of the tender.

Management of MLM and the Contractor agree that the Safety Specifications as set out in this document shall form part of the contract, and that they are bound by such conditions which take precedence over any other conflicting conditions in this contract. The Principal Contractor undertakes to inform all employees who perform work during duration of this contract of their obligations in terms thereof.

The Health and Safety plan is required in terms of the Occupational Health and Safety Act 85/93 and Regulations as amended and in particular the Construction Regulations 2014.

The plan shall demonstrate management's commitment to Health and Safety and shall, as a minimum include the following elements:

- The Principal Contractor/s and their sub-contractor/s' Health and Safety Policy.
- The HIV/AIDS Policy.
- The Company structure in a form of an Organogram with all key appointees.
- Notification to the Department of Labour.
- Appointed persons competencies. (e.g. Scaffold erectors, riggers etc.)
- Duties and safety responsibilities of all appointed persons on the project.
- Occupational Health and Safety communications and meetings, including daily safe task instructions and project safety meetings.
- Assessment of sub-contractors, including requirements for safety plans.
- Occupational Health and Safety Workplace Environment, including provision for monitoring employee exposures to noise, dust, etc.
- Personal protective equipment rules and arrangements.
- Control of dangerous and hazardous substances.
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication.
- Audits to ensure compliance with safety plans.
- Daily site safety inspections.
- Inspection and maintenance of plant, tools and equipment prior to introduction to site and regularly thereafter. .
- Accident incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators.
- Medical and first aid arrangements.
- Evacuation and emergency planning.
- Substance abuse programme.
- Record keeping, including details of what is kept and for how long.
- Detailed financial allocation for health and safety.
- Workers welfare facilities.
- Induction and toolbox talk's arrangements.
- Training arrangements.
- Letter of good standing with a compensation insurer.

- Past health and safety performance statistics of the company (at least two years).
- Hard hat colour identification or any other means for appointed site supervisors, first aider, and SHE Representatives.

The health and safety plan shall be reviewed to ensure that it fully addresses all the issues and complies with the requirements of the Health and Safety Specifications and contract. If necessary the Contractor shall amend the Health and Safety Plan as required by the Client/Agent Representative.

The attached specs are generic to Construction work and not project specific.

A Risk Assessment needs to be undertaken to determine project specific Safety Specifications.

Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates:

“agent” means any person who acts as a representative for a client in managing the overall construction work.

“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 a surface, rather than sliding or crumbling away;

“batch 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 performed;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

“construction work” means any work in connection with:

- the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

“contractor” means an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

“design” in relation to any structure includes drawings, calculations, design details and specifications;

“designer” means any person who:

- prepares a design;
- checks and approves a design;
- arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- architects and engineers contributing to, or having overall responsibility for the design;
- build services engineers designing details for fixed plant;
- surveyors specifying articles or drawing up specifications;
- contractors carrying out design work as part of a design and build project;

- (h) temporary works engineer designing formwork and false work; and
- (i) interior designers, shop-fitters and landscape architects.

“ergonomics” means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

“excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive powered tool” 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 prevention equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

“fall arrest equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

“fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

“hazard identification” means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

“health and safety file” means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

“health and safety plan” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“health and safety specification” means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“material hoist” means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

“medical certificate of fitness” means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

“method statement” means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“mobile plant” means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

“National Building Regulations” means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

“person day” means one individual carrying out construction work on a construction site for one normal working shift;

“Plant” includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

“Premises” includes any building, vehicle, vessel, train or aircraft.

“principal contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 45 of 2000);

“professional technologist” means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 45 of 2000);

“provincial director” means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

“risk assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

“roof apex height” means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

“SABS 085” means the South African Bureau of Standards’ Code of Practice entitled “The Design, Erection, Use and Inspection of Access Scaffolding”;

“SABS 0400” means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

“SABS EN 1808” means the South African Bureau of Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“SABS 1903” means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“scaffold” means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

“shoring” means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

“structure” means:

- (a) 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, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

“suspended platform” means a working platform suspended from supports by means of one or more separate ropes from each support;

“the Act” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“tunnelling” 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;

2. CSS.1 Accidents / Occupational Disease

Incidents or occupational disease relative to the contract must be reported by the Principal Contractor to the Department of Labour as required by the OH&S Act 85 of 1993, General Administrative Regulation 8. A copy of all such reports must be made available to MLM. The Principal Contractor is expected to co-operate fully in this regard.

3. CSS.2 Accommodation

Where facilities are available, the MLM will provide suitable sanitary, washing and changing facilities as well as space for materials storage. The Principal Contractor must keep these areas clean and tidy. However, where these facilities are not available, the Principal Contractor must provide his own facilities by fencing, partitioning or some other means. (See CSS.10)

4. CSS.3 Advice Regarding Safety Requirements

The MLM staff will assist Contractors in any practical way possible to facilitate the safe execution of the work involved in the mutual interest of both parties.

5. CSS.4 Atmospheric Conditions

Work shall not be carried out in any tank, vessel, chamber, manhole or other enclosed or partially enclosed space or area in which dangerous fumes, toxic flammable gasses or oxygen deficiencies might be present. The requirements of General Safety Regulation 5 of the OH&S Act of 1993 shall be complied with at all times.

6. CSS.5 Batch plants

- (1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.
- (2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- (3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are:
 - (a) placed in an easily accessible position; and
 - (b) constructed in such a manner as to prevent accidental starting.
- (4) The contractor shall ensure that the machinery and plant selected is suitable for the 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.
- (5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub-regulation (1).
- (5) A contractor shall ensure that all persons authorised to operate the batch plant are fully:
 - (a) aware of all the dangers involved in the operation thereof; and
 - (b) conversant with the precautionary measures to be taken in the interest of health and safety.
- (7) No person supervising or operating a batch plant shall authorise any other person to operate the plant, unless such person is competent to operate such machinery.
- (8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No.R.1031 dated 30 May 1985, as amended, are adhered to when entering any confined space.
- (9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.
- (10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No.R.295 dated 25 February 1988, as amended;

- (11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No.R. 2920 dated 23 October 1992, as amended.

7. CSS.5 Boatswain's chairs

- (1) A contractor shall ensure that every boatswain's chair or similar device is securely suspended and is constructed in such a manner so as to prevent any occupant from falling there from.
- (2) The contractor shall ensure that an inspection is carried out prior and a performance test immediately after, the boatswain chair has been erected and thereafter a visual inspection should be carried out on a daily basis prior to use.

8. CSS.7 Commissioning

Commissioning of any works undertaken by Contractors must only be done in consultation with MLM officials.

9. CSS.8 Compressed Gas Cylinders (Vessels under pressure Regulations)

Contractors shall:

- (1) make adequate arrangements for the safe custody of cylinders in their possession, whether owned or hired or used under any other arrangement.
- (2) not store cylinders close to ignition sources.
- (3) take note of the precautions specified by the producer of the stored gas.
- (4) comply with the requirements for safe usage, handling, storage and transportation on and off the site.

10. CSS.9 Confined Space Entry (General Safety Regulations 5)

No person may commence any inspection or work in any confined space such as a drain, sump, vessel, tank or any similar equipment or condition without written authorization (*See Work Permits (CSS.55)*).

No person may enter any drain, sump, vessel, tank or any similar equipment or condition unless the power source and piped services have been locked out and secured (*See Lock Out (CSS.15) and Atmospheric Conditions (CSS.4)*).

11. CSS.10 Construction Welfare Facilities

- (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No.R. 2352 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:—
- (a) at least one shower facility for every 15 workers;
- (b) at least one sanitary facility for every 30 workers;
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.
- (2) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

12. CSS.11 Control of Unsafe Acts and Behavior

The Contractor must ensure that all staff, which they bring onto the premises, are briefed and controlled in order to work in a safe and tidy manner, and in compliance with the **OH&S Act 85/93** (Section 14) and these safety specifications.

13. CSS.12 Cranes

Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No.R.295 of 25 February 1988, as amended, a contractor shall ensure that where tower cranes are used:

- (a) account is taken of the effects of wind forces on the structure;
- (b) account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- (c) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
- (d) the tower cranes are erected at a safe distance from excavations;
- (e) there is sufficient clear space available for erection, operation and dismantling;
- (f) the tower crane operators are competent to carry out the work safely; and
- (g) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

14. CSS.13 Construction Vehicles and Mobile plant

(1) A contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) have safe and suitable means of access;
- (f) are properly organised 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;
- (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (i) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
- (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

(2) A Contractor shall furthermore ensure that:

- (a) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (b) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;

- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (h) tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

15. CSS.12 Demolition work

- (1) A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.
- (2) A contractor shall ensure that prior to any demolition work being carried out, and in order also 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.
- (3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in sub-regulation (2), in order to avoid any premature collapses.
- (4) Every contractor who performs demolition work shall:
 - (a) with regard to a structure being demolished, take steps to ensure that:
 - (i) prior to any demolition work being carried out, and in order also 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.
 - (ii) 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
 - (iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
 - (b) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
 - (c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
 - (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
 - (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
 - (f) 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;

- (g) 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
 - (h) 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 area 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.
- (5) A contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- (5) Waste and debris shall not be disposed from a high place by a chute unless the chute:
- (a) is adequately constructed and rigidly fastened;
 - (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
 - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
 - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
 - (e) is discharged into a container or an enclosed area surrounded by barriers.
- (7) A contractor shall 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.
- (8) A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.
- (9) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended.
- (10) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.235 of 28 February 2002, as amended.
- (11) Where the demolition work involves the use of explosives, a method statement is to 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 the procedures therein are adhered to.
- (12) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

16. CSS.14 Electrical installations and machinery on construction sites

Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No.R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1593 of 12 August 1988, respectively, as amended, a contractor shall ensure that:

- (a) 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;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and

- (e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

17. CSS.15 Electrical Equipment (Hand Tools) (E.M.R. 9 + 10)

Portable earth leakage units to be used where earth leakage protection is not provided for in the mains supply. All electrical leads are to be in sound condition with no damaged or broken insulation. Plugs and sockets must not be cracked or broken. Polarity must be correct.

18. CSS.15 Electrical / Mechanical Lock Out (General Machinery Regulations 5)

No person may commence any work on any equipment unless the power source and all piped services have been mechanically locked out under control and written approval of the Supervising Official, with a padlock and the key to each of the padlocks used for this purpose to be held in safe custody by the Contractors RESPONSIBLE PERSON. Appropriate "Lock Out" signs are to be displayed at "Lock Out" points.

19. CSS.17 Excavation work

- (1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- (2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- (3) Every contractor who performs excavation work shall:
 - (a) take suitable 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;
 - (b) 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:
 - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - (ii) such an excavation is in stable material: Provided that:
 - (aa) permission being given in writing by the appointed competent person contemplated in sub-regulation (1) upon evaluation by him or her of the site conditions; and
 - (bb) 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 shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in sub-regulation (1) and the professional engineer or technologist, as the case may be;
 - (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
 - (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering 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;
 - (e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;

- (f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 5m from the point where any worker within the excavation is working;
 - (g) 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 shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;
 - (h) cause every excavation, including all bracing and shoring, to be inspected:
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after substantial damage to supports; and
 - (v) after rain,

by the competent person contemplated in sub-regulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;
 - (i) 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:
 - (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;
 - (j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1985, as amended, are complied with when entering any excavation;
 - (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and
 - (l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.
- All air-operated jackhammers are to be securely bonded to the earth system by means of a flexible lead. Suitable provision is to be made for jumper connections to the earthing system to prevent electrical shock to operators in the event of striking underground cables during excavation work, etc.

20. **CSS.18 Explosive Powered Tools**

- (1) No contractor shall use or permit any person to use an explosive powered tool, unless:
 - (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
 - (b) the firing mechanism is so designed that the explosive powered tool will not function unless:
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle;

Provided that the provisions of this sub-regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

- (2) A contractor shall ensure that:
 - (a) only cartridges suited for the explosive powered tool and the work to be performed are used;

- (b) the explosive powered tool 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;
- (c) that the safety devices are in proper working order prior to use;
- (d) when not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorised persons;
- (e) the explosive powered tool is not stored in a loaded condition;
- (f) a warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;
- (g) the issuing and collection of cartridges and nails or studs is-
 - (i) controlled and done in writing by a person having been appointed in writing; and
 - (ii) recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;
- (3) No contractor shall permit or require any person to use an explosive powered tool unless such person has been:
 - (a) provided with and uses suitable protective equipment; and
 - (b) trained in the operation, maintenance and use of such a tool.

21. CSS.19 Fire precautions on Construction sites

Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R.2281 of 15 October 1987, as amended, every contractor shall ensure that:

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) 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;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all:
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for, and
 - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

22. CSS.20 Flammable liquids on Construction sites: use and temporary storage.

Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1985, as amended, a contractor shall ensure that:

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
 - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
- (d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

23. CSS.21 First Aid (General Safety Regulations 3)

The Contractor shall provide suitable first aid treatment facilities. Should these prove to be inadequate e.g. in the event of a serious injury, the MLM facilities will be made available.

24. CSS.22 Fall protection

- (1) A contractor shall cause:
 - (a) the designation of a competent person, responsible for the preparation of a fall protection plan;
 - (b) the fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;
 - (c) steps to be taken in order to ensure the continued adherence to the fall protection plan.
- (2) The fall protection plan contemplated in sub-regulation (1), shall include:
 - (a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
 - (b) the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;
 - (c) the programme for the training of employees working from elevated positions and records thereof; and
 - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- (3) A contractor shall ensure that the construction supervisor appointed in terms of regulation 5(1), is in possession of the most recently updated version of the fall protection plan.
- (4) Notwithstanding the provisions of sub-regulations (1) and (2), the contractor shall ensure that:

- (a) 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;
 - (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
 - (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
 - (d) fall prevention and fall arrest equipment is:
 - (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - (ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
 - (e) fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and
 - (f) suitable and sufficient steps shall be taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.
- (5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in subregulations (2) and (4), it is furthermore indicated in the fall protection plan—
- (a) that the roof work has been properly planned;
 - (b) that the roof erectors are competent to carry out the work;
 - (c) that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
 - (d) that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
 - (e) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
 - (f) that suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
 - (g) that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

25. CSS.23 Formwork and support work

A contractor shall ensure that:

- (a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- (b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- (c) the designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee;
- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily

- basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
- (g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
- (h) adequate precautionary measures are taken in order to:
 - (i) secure any deck panels against displacement; and
 - (ii) prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents;
- (i) 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;
- (j) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in paragraph (a);
- (k) 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;
- (l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and
- (m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

26. CSS.25 Guards (Driven Machinery Regulations)

Guards (e.g. machine guards, fencing, safety rails, chains etc.) shall not be removed without written permission, strict and correct isolation procedures being adopted.

All machinery and plant brought onto the Construction site by the Contractor shall be fully and properly guarded in accordance with the requirements of the OH&S Act of 85/1993 and the relevant regulations made there under.

27. CSS.27 Horseplay

Running and horseplay in any part of the construction site is strictly prohibited.

28. CSS.28 Hot Work (General Safety Regulations 9)

No welding, cutting or any open flame work is permitted at certain site / plants without a hot work permit. Consult with the Engineer whether required or not.

29. CSS. 29 Housekeeping on Construction sites

Notwithstanding the provisions of the Environmental Regulations for Workplaces Promulgated by Government Notice No. R2281 dated 15 October 1987, as amended, a contractor shall ensure that:

- (a) suitable housekeeping is continuously implemented on each construction site, including provisions for the:
 - (i) proper storage of materials and equipment; and
 - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(5); and
- (d) 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 unauthorised persons.
- (e) a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence 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 where there is a danger or possibility of persons being struck by falling objects.

30. CSS.30 Ladders (General Safety Regulations 13)

All ladders should be constructed and assembled according to legal requirements. It is further recommended that the Contractor establish the required register control systems for such equipment.

31. CSS.31 Liability

No permission under these rules shall in any way relieve the Contractor of his liability for accidents, injury or damages, which occur under the contract.

32. CSS.32 Material hoists

- (1) A contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.
- (2) A contractor shall cause the tower of every material hoist to be—
 - (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for overtravel;
 - (b) 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
 - (c) provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.
- (3) A contractor shall cause:
 - (a) the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;
 - (b) 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
 - (c) every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when the power is not being supplied to the hoisting machinery.
- (4) No contractor shall require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.
- (5) A contractor shall 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.
- (5) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.
- (7) No contractor shall require or permit any person to ride on a material hoist.
- (8) A contractor shall cause every material hoist:
 - (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.

- (b) inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
- (c) inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.
- (d) to be properly maintained and that the maintenance records in this regard are kept on site.

33. CSS.33 Overhead Electrical Conductors (Electrical Machinery Regulations)

Work shall not be carried out in the vicinity of overhead electric conductors without permission of the **RESPONSIBLE PERSON** for the contract in writing and prior approval and compliance with the requirements of the City Electricity Department, ESKOM or any other operator or owner of the system.

34. CSS.34 Parking

Contractor's vehicles must only be parked in approved areas.

35. CSS.35 Personal Protective Equipment (General Safety Regulations 2)

All necessary personal protective equipment must be supplied by the Principal Contractor and should be maintained in a good condition. All Contractors personnel and visitors must wear adequate equipment for personal protection such as safety helmets, goggles, gloves, special footwear etc. applicable to the particular activity being carried out.

36. CSS.35 Public Safety (Section 9)

All necessary precautions must be taken to eliminate any hazards the general public might be exposed to as a result of the Contractors activities.

37. CSS.37 Refuse and Waste

Burning of refuse is not permitted. Arrangements for the disposal of refuse are to be made with the MLM Waste Management Department.

38. CSS.38 Reinforcing

Access to reinforcement of small diameter, which is cast in and could cause impalement of a person falling up against or onto such bars is to be restricted. Where access ways cannot be horizontally displaced above such reinforcement, then the ends of such bars should be bent over (radius curve) to ensure that the bars are out of the contact plane.

39. CSS.39 Reporting of accidents (GAR 8&9 24)

It must be noted that any reportable accident or machine failure relative to the contract must be reported by the Contractor to the Department of Labour as required under OH&S Act of 1993. A copy of all such reports must be made available to the Municipal Supervising Official.

40. CSS.40 Responsibility (Section 8 & 13)

The Contractor will be responsible for ensuring that each and every one of his employees, agents, sub-contractors, suppliers or any other person having authorized access to the site of the works is acquainted with these specifications and receive induction training.

41. CSS.41 Road works

The Contractor must ensure that he complies with all the relevant road traffic regulations when performing road works. See also Sign Posting and Notices (CSS.44).

42. CSS.42 Security on Municipal premises

- (1) The MLM reserves the right for persons authorized by the Municipality to admit any person onto its premises, or to refuse admission, for whatever reason.
- (2) The MLM reserves the right for persons authorized by the MLM to search all persons, personal property, containers and vehicles should this be deemed necessary.
- (3) All articles and equipment brought onto, or leaving the premises, shall be declared to the Security Officer / Guards on duty. Where necessary, permits should be obtained and produced when requested to do so. Only persons with valid identification will be permitted to enter premises.
- (4) Contract workers shall not enter any section of the premises other than where they have been authorized to work, unless accompanied by a MLM official.
- (5) All persons shall prominently display their company identification or the MLM Visitors pass issued to them by the Security Guard at their point of entry. Passes must be returned to the Security Guard on leaving the premises.
- (5) Cameras, tape recorders and / or any other photographic or recording equipment of a similar nature may not be brought onto the premises without permission from Management of the MLM.
- (7) Any person found tampering with MLM equipment or pilfering; or apparently under the influence of alcohol or drugs, will be removed from the site and may be charged.
- (8) No intoxicating liquor, habit forming drugs, dangerous weapons or firearms may be brought onto the premises.
- (9) No person under the influence of intoxicating liquors or drugs shall enter the premises.
- (10) A person shall smoke in restricted / smoking areas only as demarcated by relevant lines or signs.
- (11) The Contractor shall ensure that all equipment, tools and materials are kept under lock and key. The MLM is not responsible for the loss of any equipment, tools or material of the Contractor or his employees as a result of any cause whatsoever.

43. CSS.43 Service Connections

Under no circumstances will any Contractor couple up to any water, electricity, compressed air, steam or other piped services without first obtaining the written permission from the Supervising Official. All connections for which permission has been granted must be switched off before leaving the site.

44. CSS.44 Signposting and Notices

All notices and signs on municipal premises must be adhered to at all times. Contractors must familiarize themselves with the standard symbolic safety signs. It might be necessary for the Contractor to erect signs to warn against hazards and dangers at work sites and road work. The Safety and / or Traffic Department can be approached for advice in this regard.

45. CSS.45 Speed Limit

All vehicles must be driven with due consideration to personnel and property. Adherence to speed limits is of utmost importance.

46. CSS.45 Spillages

Should the operations of the Contractor cause the accidental spillage of oils, grease, corrosive, inflammable, abrasive, toxic or any other substance that could result in injury, impairment to persons, environmental pollution or operating plant and equipment, then such spillage shall be removed and surfaces made clean and safe and, where necessary, restored to their previous condition immediately upon such request being made by any authorised MLM Official.

47. CSS.47 Structures

- (1) A contractor shall ensure that:
 - (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
 - (b) no structure or part of a structure is loaded in a manner which would render it unsafe.

(2) The designer of a structure shall:

- (a) before the contract is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
 - (b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
 - (c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor
 - (i) a geo-science technical report where appropriate;
 - (ii) the loading the structure is designed to withstand; and
 - (iii) the methods and sequence of construction.
 - (d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
 - (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimise the risk;
 - (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - (g) stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - (h) conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and
 - (i) ensure that when preparing the design, cognisance is taken of ergonomic design principles in order to minimise ergonomic related hazards in all phases of the life cycle of a structure.
- (3) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- (4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- (5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

48. CSS.48 Supervision of construction work

- (1) Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.
- (2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub-regulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub-regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.
- (3) Where the contractor has not appointed an employee as referred to sub-regulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of sub-regulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under sub-regulation (2).

- (4) No construction supervisor appointed in terms of sub-regulation (1) shall 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 a sufficient number of competent employees have been appropriately designated under sub-regulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.
- (5) If, however, the construction supervisor appointed in terms of sub-regulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the contractor to appoint the required number of employees as contemplated in sub-regulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of sub-regulation (1) more appropriately.
- (5) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.
- (7) The appointed construction safety officer as contemplated in sub-regulation (5) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).
- (8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint, has the necessary competencies and resources to assist the contractor.

49. CSS.49 Risk assessment

- (1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least:
 - (a) the identification of the risks and hazards to which persons may be exposed to;
 - (b) the analysis and evaluation of the risks and hazards identified;
 - (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - (d) a monitoring plan; and
 - (e) a review plan.
- (2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- (3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.
- (4) A contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (5) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

- (7) Notwithstanding the requirements laid down in sub-regulation (4), no contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- (8) A contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment; Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.
- (9) Every employee on site shall:
 - (a) be in possession of proof of the health and safety induction training as determined in subregulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and
 - (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

50. CSS.50 Scaffolding

- (1) Every contractor using access scaffolding shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.
- (2) A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

51. CSS.51 Stacking and storage on construction sites

Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1985, as amended, a contractor shall ensure that:

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

52. CSS.52 Suspended platforms

- (1) A contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing, and that all suspended platform erectors, operators and inspectors are competent to carry out their work.
- (2) No contractor shall use or permit the use of a suspended platform, unless—
 - (a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
 - (b) 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
 - (c) he or she is, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the:
 - (i) competent person who has been appointed for supervision;
 - (ii) competency of erectors, operators and inspectors;
 - (iii) operational design calculations which should comply with the requirements of the system design certificate;
 - (iv) performance test results;

- (v) sketches indicating the completed system with the operational loading capacity of the platform;
- (vi) procedures for and records of inspections having been carried out; and
- (vii) procedures for and records of maintenance work having been carried out:

Provided that sub-regulation (2) shall only become applicable six months from the date of promulgation of these regulations.

- (3) A contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional engineer, certificated engineer or professional technologist including a copy of the 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, the system would be used for.
- (4) A contractor need not re-submit a copy of the certificate of system design contemplated in subregulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional engineer, certificated engineer or professional technologist shall be decisive.
- (5) A contractor shall ensure that the outriggers of each suspended platform:
 - (a) are constructed of steel or any other material of similar strength and have a safety factor of at least four in relation to the load it is to carry; and
 - (b) have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.
- (5) The contractor shall ensure that
 - (a) the parts of the building or structure on which the outriggers 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;
 - (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;
 - (c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
 - (d) 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;
 - (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
 - (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
 - (g) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.
- (7) A contractor shall ensure that the suspended platform:
 - (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
 - (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and
 - (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.

- (8) A contractor shall cause:
- (a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;
 - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
 - (c) the performance test contemplated in paragraph (b) 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 shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;
 - (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent 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;
- (9) Notwithstanding the provisions of sub-regulation (8), the contractor shall 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 contemplated in sub-regulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
- (10) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of sub-regulation (1), or the suspended platform inspector mentioned in sub-regulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether:
- (a) all connection bolts are secure;
 - (b) all safety devices are functioning;
 - (c) all safety devices are not tampered with or vandalised;
 - (d) the maximum mass load of the platform is not exceeded;
 - (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
 - (f) there are no visible signs of damage to the equipment; and
 - (g) all reported operating problems have been attended to.
- (11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.
- (12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are:
- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
 - (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include at least:
 - (i) how to access and egress the suspended platform safely;
 - (ii) how to correctly operate the controls and safety devices of the equipment;
 - (iii) information on the dangers related to the misuse of safety devices; and
 - (iv) information on the procedures to be followed in the case of:
 - (aa) an emergency;
 - (bb) the malfunctioning of equipment;
 - (cc) the discovery of a suspected defect in the equipment; and
 - (v) instructions on the proper use of safety harnesses.

- (13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.
- (14) A contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

53. CSS.53 Tunneling

- (1) Any contractor performing tunneling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1995 (Act No.29 of 1995), as amended.
- (2) Notwithstanding the provisions of sub-regulation (1), no person shall enter a tunnel, which has a height dimension less than 800mm.

54. CSS.54 Use of MLM Plant and Equipment

On no account are Contractors or their employees to operate the MLM hoists, forklifts or vehicles or plant. If use of any such equipment is required, application must be made to MLM Management in writing, who will then, if he considers it necessary and in the best interest of the MLM, grant the Contractor the necessary permission. Should permission be granted, then the equipment is used at the Contractor's risk and it will be considered to be the property of the Contractor whilst so borrowed, but must never leave the site. Contractors will be required to make good any loss or damage to such equipment. As a general rule, however, all Contractors are to ensure that they provide all the equipment needed for the contract.

55. CSS.55 Vessel Entry

See Confined Space (CSS.10) and Atmospheric Conditions (CSS.5).

56. CSS.55 Water environments

- (1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for
 - (a) preventing workers from falling into water; and
 - (b) the rescuing of workers in danger of drowning.
- (2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

57. CSS.57 Welding

See Hot Work (CSS.29) and Work Permits (CSS.50)

58. CSS.58 Workers Compensation fund.

It is conditions of this contract that the Principal Contractor provides proof of registration with the Compensation fund. And that all employees and any sub-contractors are covered in terms of the Compensation for Occupational Injuries and Diseases Act, as amended. Furthermore, the Contractor undertakes that such cover will not lapse during the continuation of the work. Their registration number must be entered on the last page of this document.

59. CSS.59 Worker welfare facilities

- (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No.R. 2352 of 5 October 1990, as amended, a contractor shall,

depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:

- (a) at least one shower facility for every 15 workers;
 - (b) at least one sanitary facility for every 30 workers;
 - (c) changing facilities for each sex; and
 - (d) sheltered eating areas.
- (2) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

60. CSS.50 Work Permits & Permission to work

Certain risk areas on a site may be designated as WORK PERMIT AREAS. Contractors must not work in these areas without obtaining the necessary Work Permit / Clearance Certificate.

See also: Confined Space (CSS.),
 Excavation Work (CSS.)
 Fire Precautions (CSS.),
 Hot Work (CSS.) and
 Roofing (CSS.)

61. CSS.51 Weather

The principal contractor must consider all weather possibilities (Thunderstorms, cloudbursts, lightning, hail, gale force winds etc.) which could pose a threat to the project and or persons and indicate in the safety plan how these threats will be dealt with.

62. CSS.52 Undertaking

The Contractor must sign and return the attached undertaking (Annexure F) before the Contract will be accepted (preferably at tender stage) by MLM, and on signature thereof such undertaking shall be annexed to the contract document and shall form part of it.



**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
FOR CONTRACT WORK IN THE MHLONTLO LOCAL MUNICIPALITY**

63. UNDERTAKING BY CONTRACTOR

I / We, (The Contractor) _____ have been engaged by the MLM to perform work under contract. I / We acknowledge that I / we have read and understand the agreement, instructions and regulations governing work at the MLM and agree to abide by them while on the premises or sites for the duration of the aforesaid contract. I / we undertake to ensure that the provisions of the OCCUPATIONAL HEALTH AND SAFETY Act No. 85 of 1993 are fully complied with.

I / We undertake to explain to all members of our staff, the various rules and regulations, as noted in the "Instructions to Contractors" of the Contractors Safety Obligations Document. I / We have appointed _____ as the RESPONSIBLE PERSON for our site and have vested him with the necessary authority to rectify any irregularities which may be drawn to his attention.

I / We undertake to rectify all sub-standard conditions for which we are responsible. I / We accept that should we not rectify these timeously, they may be corrected by the MLM and the cost debited to the contract price.

I / We also confirm that I / we are registered and in good standing with the Compensation Commissioner and undertake that the cover will not lapse during the period of the contract.

Compensation Registration No. _____

MLM Contract No. / Job Order No. _____

Description of Work _____

Contractor _____

Signature _____

Client _____

Signature _____

C3.5.1.1 Health and Safety Requirements and Procedures

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.1.2 Protection of the Public

The contractors shall at all times ensure that his operations do not endanger any member of the public. The area is within and adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.5.1.3 Barricades and Lighting

The Contractor shall comply with the Occupational Health and Safety Act (1993), the Construction Regulations (2014) and the Employers Health and Safety specification provided in the Appendix A.

C3.5.1.4 Traffic Control on Roads

Refer to Scope of Works.

C3.5.1.5 Measures Against Disease and Epidemics

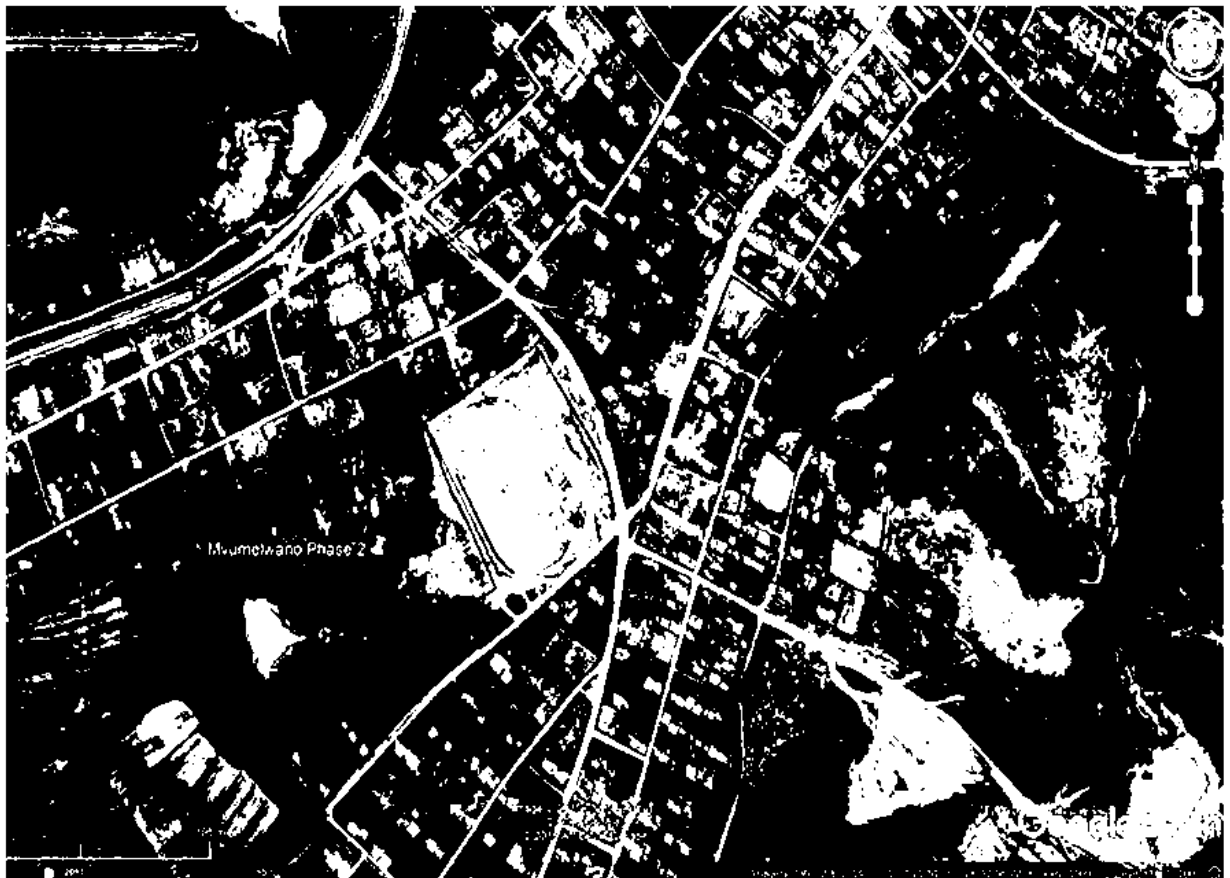
Refer to C3.4 and the Construction Regulations for sanitary requirements.

C3.5.1.5 Aids Awareness

As per the Contractor's Health and Safety Plan

PART C4

SITE INFORMATION



Mvumelwano is 1056m MSL and GPS coordinates are as follows:

➤ **Longitude:** 31°11'29.64"S **Latitude:** 28°52'47.46"E

SITE INFORMATION

1 NATURE OF GROUND AND SUBSOIL CONDITIONS

- (a) Geotechnical subsoil investigation is being undertaken and the test result will be made available to the successful bidder.
- (b) Locality plan is attached on **Appendix 1**
- (c) There are no known existing services on site.

For the purposes of the Contract it will be deemed that, prior to submitting this Tender, the Contractor acquainted himself fully with the information and data provided within the data made available and, subject to the provisions of the Conditions of Contract, the Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

MHLONTLO LOCAL MUNICIPALITY
CONSTRUCTION OF MVUMELWANO SPORTFIELD PHASE 2
MIG/EC/CS/346520-20/21

PARTICULAR SPECIFICATION PA : CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

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PA12001 SCOPE

This specification covers the requirements for the effective implementation of a Construction Environmental Management Plan (CEMP). The purpose of the Construction Environmental Management Plan is to translate environmental policy into practise by putting in place workable systems, structures and tools to achieve integrated and consistent environmental management of all environmental initiatives.

PA12002 INTERPRETATIONS

PA12002.1 Supporting Documents

The CEMP should be read in conjunction (but not limited to) the following documents:

- (a) Environment Conservation Act (No. 73 of 1989 - ECA);
- (b) National Environmental Management Act (No. 107 of 1998 – NEMA);
- (c) Mineral and Petroleum Resources Development Act (No. 28 of 2002 - (MPRDA);
- (d) National Heritage Resources Act (No. 25 of 1999 - NHRA);
- (e) National Water Act (No. 35 of 1998 - NWA);
- (f) Occupational Health and Safety Act (No. 85 of 1993).

Note 1 : In the Eastern Cape Province, the ECA and NEMA fall under the authority of the Department of Economic Affairs, Environment and Tourism (DEAT), whilst the MPRDA falls under the authority of the Department of Minerals and Energy (DME).

PA12002.2 Applications

The provision of this specification shall apply in respect of all Contractors, Sub-Contractors or any of their site personnel, workforce or suppliers, who are engaged in the execution of the works.

PA12003 OBJECTIVES OF THE CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

The Construction Environmental Management Plan (CEMP), which is in accordance with Environmental Policy of the Province of the Eastern Cape and is intended primarily as a management tool for the Municipality, the Consulting Engineers, the Contractor and his Sub Contractors.

The CEMP outlines structures and procedures to be implemented by the Contractor and his Sub Contractors to minimise and manage potential negative environmental impacts which the Contractor's construction activities might have on the receiving environment.

PA12004 RESPONSIBILITIES OF THE CONTRACTOR

The Engineer shall on commencement of the project, appoint an Environmental Control Officer (ECO) who, in addition to his normal duties, shall have direct responsibility for monitoring the projects compliance with the CEMP.

The ECO shall liaise with the Engineer and the Contractor, in order to ensure effective implementation of the CEMP. The cooperation of the Contractor will be crucial.

The Contractor shall be required to submit detailed Method Statements, on request by the ECO, outlining how is construction activities will comply with the prescribed procedures of the CEMP, to the ECO for approval.

The Contractor (s), or sub-contractor(s) will:

- (i) Ensure that he/she is familiar with the environmental conditions set out in the CEMP and will be held responsible for the implementation of the proposed mitigation measures, including strict control of the conduct of staff under their control;
- (ii) Be responsible for the implementation of an environmental awareness training programme to familiarize all construction staff and workers with the contents of this CEMP, as required;
- (iii) Supply on request detailed "Method Statements" for particular sub-tasks, which will clearly set out the procedures to be applied in order to meet the requirements of any aspect of the mitigation measures set out below;
- (iv) Ensure that any problems identified during environmental audits or inspections, are addressed and rectified as soon as reasonably possible;
- (v) Any avoidable non-compliance with the conditions stipulated in this CEMP may be considered sufficient grounds for withholding payment of part or all amounts to be paid for the relevant item of work.

Should the Engineer be of the opinion that the CEMP and the conditions of the Method Statement are not being adhered to and the appropriate corrective action is not being implemented, the Engineer, advised by the ECO, shall be at liberty to instruct to the Contractor to cease the related operations until the Contractor complies with the relevant requirements. The Contractor shall not be entitled to any extension of time for such stoppages.

PA12005 RESPONSIBILITIES OF THE ENVIRONMENTAL CONTROLLER

The Applicant must appoint an ECO who will monitor compliance with the CEMP, and other applicable licenses (if any) on a fortnightly basis. The Contractor and all Sub-Contractors on site are responsible for ensuring compliance with the CEMP.

The Environmental Control Officer (ECO) will be responsible for monitoring the projects compliance with the CEMP. The Contractor must ensure that daily site inspections occur to monitor operations on and off site and shall take the necessary action where required to ensure compliance with the requirements of the CEMP. The ECO shall attend all monthly site meetings for reporting, discussing and reviewing the performance of the CEMP (which shall be a standard item on the agenda) and, in addition, shall meet with the Contractor on a fortnightly basis for the same purpose.

It is suggested that periodic (e.g. monthly) CEMP compliance reports are compiled by the ECO and submitted to the Resident Engineer and Contractor for his/her review and correction of non-

compliance issues. It is the responsibility of the ECO to report any non-compliance, which is not correctly rectified, to the Competent Environmental Authorities.

All compliance reports must be made available to the public and the Competent Environmental Authorities on request.

PA12005 MITIGATION MEASURES DURING THE CONSTRUCTION PHASE

NOTE: The mitigation measures detailed within the method statements listed below are in addition to what is required by the CEMP.

PA12005.1 Method Statements

The Contractor must, on request by the ECO, provide detailed Methods Statements on how he intends to mitigate certain risks relating to works on site. These Method Statements will require approval by the ECO and RE before the Contractor is to implement them.

The Method Statements required, as a minimum, are:

- Construction camp location & layout
- Waste & Pollution Management
- Work within close proximity to watercourses/drainage areas
- CONSTRUCTION plan for all disturbed areas

PA12005.2 Environmental Awareness Training

The Contractor must ensure that all Sub-Contractors, staff and workers are fully informed regarding the environmental sensitivity of the adjacent environment and must be made aware of the environmental stipulations contained in the CEMP, as well as the relevant environmental legislation.

An environmental awareness training programme for the construction staff should be implemented by the Contractor and all workers are to be made aware of the sensitivity of the environment and of the recommended measures required to mitigate potential impacts.

All new staff and workers on site are to receive environmental awareness training.

PA12005.3 Working Servitude

The width(s) of the "working servitude" required for construction activities along the various sections of the road, if wider than the registered servitude, should be authorised only after agreement has been reached with the ECO, as well as the landowner involved.

Work within close proximity to watercourses must be done in such a way as to limit disturbance to the surrounding vegetation. Areas that are sensitive to sediment runoff should be protected by means of a silt trap.

All necessary permissions from the landowners' whose properties (e.g. drive-ways) are affected by the road works, as well as necessary wayleaves, should be obtained prior to the start of construction activities.

All approved working servitudes are to be clearly demarcated (e.g. by means of barricading or danger-tape) and all activities associated with construction should take place within the demarcated areas.

Indigenous vegetation located outside the demarcated working servitude may not be cleared or disturbed in any way.

PA12005.4 Vehicular Access

Vehicular movements to be strictly confined to previously designated access roads and working areas, as agreed to by the landowner.

Temporary vehicular access must be provided to residents at all times during construction, unless prior arrangements have been made with MLM.

PA12005.5 Construction Methods

The construction activities should be carried out in short sections of about 100 to 200m and the working area clearly demarcated.

Infilling of open stretches of trench and CONSTRUCTION of the trench-scar should be carried out as soon as possible after the services have been laid. This will reduce the risk of flooding and erosion damage of the open trench and reduce the risk of people or animals (e.g. small mammals and reptiles) falling into the open trench.

Construction activities should only take place during normal working hours, as per the municipal bylaws, unless a prior agreement has been obtained from MLM and all affected parties.

PA12005.5 Protection of Fauna

No wild animals (birds, snakes, lizards, etc.) or domestic stock are to be disturbed unnecessarily by the construction activities or by the construction staff.

Adequate precautions must be taken to indicate the presence of an open trench, such as temporarily barricading off the area with danger tape.

Where an open trench is left for more than 24 hours, an earth ramp with a slope of less than 1:3 should be constructed at the ends to allow any trapped animals (or children) a means of escape.

Before any infilling takes place, the open trench should be carefully inspected and all animals that may have fallen in should be released unharmed to the adjacent veld.

PA12005.7 Protection and CONSTRUCTION of Flora

If it is necessary during the construction activities to remove or damage any plant species that is "protected" in terms of existing legislation (e.g. the National Environmental Management Biodiversity Act (No. 10 of 2004- NEMBA) and the National Forest Act (No. 84 of 1998 – NFA), the necessary authorisation from the relevant authority (i.e. ECDEDEAT or Department of Water and Sanitation – DWS) must first be obtained.

The Contractor, in consultation with the ECO, must develop a detailed CONSTRUCTION plan in accordance with the CEMP and method statement (listed above) for all disturbed areas resulting from construction activities. The plan should specify appropriate techniques and suitable indigenous vegetation for planting within the various sections along the road reserve. The plan should be submitted to the ECO and Resident Engineer for approval before implementation.

During excavation of trenches, topsoil containing small shrubs and grass sods should be carefully removed and set aside and used for CONSTRUCTION of the disturbed area as soon as possible after the services have been installed.

To prevent soil erosion in sensitive, high-gradient areas and to reduce the visual impact due to the clearing and earthmoving activities, appropriate measures should be taken to stabilize and rehabilitate disturbed areas as soon as possible after construction.

In order to enable vegetation to establish on disturbed areas during the CONSTRUCTION period, heavy traffic, such as vehicles and domestic animals, are to be kept off the rehabilitated disturbed areas to avoid soil compaction.

The Applicant is responsible for ensuring that the CONSTRUCTION measures implemented are successful. Tasks during this period should include the repair to any soil erosion, removal of alien vegetation and ensuring that the indigenous vegetation used for CONSTRUCTION becomes firmly established.

Final audit: On completion of the project construction activities, but before the construction sites are handed back to the client, a thorough environmental inspection or audit of all areas impacted upon by this project should be carried out by the ECO and the findings reported to the Applicant and relevant Competent Authorities (where required). All "problematic" areas should be successfully reinstated to the satisfaction of all parties.

PA12005.8 Waste Management and Prevention of Pollution

Scavenger-proof litter bins to be kept at all work sites and strict control over littering enforced by means of stiff fines.

Adequate toilet facilities (e.g. chemical toilet) to be provided for workers on or near the working site, and all ablutions to take place in these facilities.

All waste material, including excess construction material, litter and sewerage, to be regularly removed from site and disposed of at a registered waste disposal site.

Dust preventative measures (e.g. placement of shade cloth, dampening of loose soil/sand) to be taken near residential or business areas, where necessary.

All cement mixing to occur on the road bed surface, in a controlled manner to ensure that there is no runoff of cement laden water to the surrounding environment. Should cement mixing occur elsewhere, mortar boards are to be used.

Dry cement should be stored under cover and any spillage cleared immediately.

Oil spillage onto the ground from equipment, such as machinery, vehicles, compressors and generators, is to be prevented through the use of sand or sawdust filled drip trays. All material (including soil) contaminated with hydrocarbons should be stored in a sealable and leak-proof container and disposed of as hazardous waste at a registered waste disposal site.

Very strict precaution to be taken to prevent pollution of the surrounding wetlands and watercourses during construction activities, including the prevention of fine sediment or contaminated run-off water from the work site from entering these sensitive areas.

A waste register should be kept which estimates the quantity and type of waste removed from site, and must be signed by the municipal refuse workers (if possible) or relevant waste Contractor when removed from site. This will provide the ECO with adequate proof of waste removal and disposal. This should be done for the Contractor and all Sub-Contractors on site.

PA12005.9 Protection of Private Property and Rights

Any damage caused to private property (e.g. fences, drive-ways, and access roads) during the construction and subsequent operational stages of this project should be repaired immediately to the landowner's satisfaction and all costs thereof to be borne by the Contractor.

No structures are to be erected on private property without prior approval from the landowner.

All existing services (e.g. electricity, water supply, telephone lines) within or crossing the work servitude should be protected during construction. Any temporary break in these services must have prior approval by the local authority, and owner or lawful occupier.

PA12005.10 Archaeological

Any archaeological material (stone artefacts, pottery, or human bones, etc.) or fossil material of any significance found during construction activities should be left undamaged and the find immediately reported to the ECO, ECDEDEAT, South African Heritage Resources Agency (SAHRA) and the Eastern Cape Provincial Heritage Resources Authority (ECPHRA). Work at this specific site should cease until approval to proceed has been given from the relevant authorities. There is a legal requirement to report any archaeological site of cultural significance to the National Monuments Council, according to the NHRA.

PL 12007 LOCATION AND MANAGEMENT OF SITE OFFICES AND WORK CAMP

The contractor (or sub-contractor as the case may be) should be responsible for the following actions regarding the establishment and management of all construction or work camps used for this project (including equipment storage or stockpile sites) that are under his control:

PA12007.1 Authorisation for Location and Site Plans

Before setting up any construction work camp or stockpile site for equipment, the Contractor (or Sub-Contractor) must liaise with the landowner and reach agreement regarding the location and demarcation of any camp to be established, including any compensation to be paid to the landowner;

Once agreement with the landowner has been reached on the location of the work camp and site offices, the Contractor must submit a site plan to the Resident Engineer (RE) and ECO for approval. This site plan should give details of the layout of the work camp, including site office facilities, toilet and ablution facilities, areas of stockpiling materials, storage of hazardous materials, etc.

PA12007.2 Security and Sanitation

All construction work camps should be completely fenced off prior to being established, as to prevent the entry of domestic stock or wild animals and to ensure that the camp is adequately secured against theft and the entry of unauthorised persons.

All storage of materials should be confined to the construction camp and lay-down site(s) approved for this project.

Adequate ablution facilities (chemical toilets, washing facilities, fresh water, etc.) should be provided for all the workers using the camp (as well as for those working on the construction site), and all ablutions are to take place at these facilities.

Scavenger-proof litter containers to be provided at the construction site and strict control over littering enforced.

General waste is to be stored in a secured sealable bin and put into refuse bags when collected by the municipal refuse removal services or disposed of at the nearest licensed waste disposal site.

Hazardous waste must be stored in a leak-proof sealable container/bin and be disposed of at a licensed hazardous waste facility, such as Aloes Landfill Site in Port Elizabeth (Tel: 041 455 9521) (when container nears full capacity) by an appropriate service provider (e.g. Border Hazmat or EnviroServ).

All proofs of waste disposal must be kept on file (where required).

PA12007.3 Pollution Control

Measures need to be taken to ensure that contamination from the work camps and the lay-down or stockpile sites do not pollute adjacent areas. This should include the diversion of natural run-off away from the camp and storage areas and the containment of any contaminated run-off from the camp in drainage-retention areas.

Maintenance and re-fuelling of vehicles and machinery may take place within the construction camp only, on condition that adequate protection against spills (drip trays) is provided and appropriate clean-up materials (spill kits) and equipment must be kept on site to clean up any potential spillage. Reportable incidents (e.g. large fuel spills) must comply with Section 30 of the National Environmental Management Act (No. 107 of 1998 – NEMA).

All toxic materials (cement, oil, petrol, diesel, etc.) used at or stored in the construction camps should be very strictly controlled and secured against theft at all times.

Tanks must be placed within a bunded area which is able to hold 110% of the capacity of the tank.

All relevant SABS standards, local bylaws and legislation must be complied with regarding the installation, operation, decommission and CONSTRUCTION of fuel storage tanks.

The Material Safety Data Sheets (MSDS) for all stored hazardous contents must be kept on site at all times.

All used oil and grease collected from any maintenance activities should be collected and returned to the supplier or disposed of at a registered waste disposal site.

Fires should only be allowed within the work camps or lay-down sites in specially designed facilities provided for this purpose and very strict precautions against the spread of wild-fires taken.

PA12007.4 CONSTRUCTION

Topsoil in areas where physical disturbance of the soil surface will occur, should be removed to a depth of about 150 to 300 mm, stockpiled, and protected from erosion by rain and wind.

On completion of the project, the construction camp and lay-down site should be completely dismantled and all materials removed and the area cleaned up and rehabilitated to the satisfaction of the landowner, ECO and Competent Authorities (when required).

Special attention is to be given to facilitate growth of ground cover on badly disturbed areas within and adjacent to the work camp site (e.g. access tracks), as agreed to by the landowner.

In areas where compaction of soil has taken place, the surface should be ripped to a depth of about 150mm and covered with the previously-stored topsoil and rehabilitated by seeding with an appropriate seed mix (approved by the ECO) containing local grasses.

Photographs of the construction camp and plant/stockpile sites should be taken from a fixed point before, during and after CONSTRUCTION and made available to the ECO and ECDEDEAT (should it be requested) for reference and auditing purposes at closure.

PA12008 CODE OF CONDUCT FOR CONSTRUCTION STAFF

The Contractor must liaise with the owner or manager of any private property affected by the work servitude and reach agreement regarding an acceptable code of conduct for his construction staff based on the recommendations in this CEMP.

An environmental and social awareness training programme for the construction staff should be implemented by the Contractor/Sub-Contractor(s) and all workers made aware of the recommended mitigation measures to be implemented, as well as the code of conduct stipulated in this CEMP and any additional conditions that may be stipulated by the relevant landowners.

Local labour from Tsolo is to be employed as far as practically possible by all the Contractors and Sub-Contractors concerned, with the exception of the Contractor's key personnel.

Community Liaison Officer (CLO) from the local community is to be appointed on a temporary basis for the duration of the project, and that the relevant Ward Councillor should assist in identifying prospective candidates from which the CLO is to be selected.

The Contractors (or Sub-Contractors) will be held responsible for the conduct of staff working on the project under their control, as well as all personnel using the construction camp.

The Contractor (or Sub-Contractor) is held responsible for the repair of and/or providing compensation to the landowner or lawful occupier/resident on land abutting the servitude in full for any damages to private property or equipment caused by his staff.

The Contractor (or Sub-Contractor) must ensure that his staff do not disturb or harass in any way adjacent property-owners or lawful residents or business staff working on land abutting the pipeline servitude.

The construction staff working on the project should wear the appropriate PPE clothing and should be clearly identifiable to all parties.

The movements of all workers involved in the project should be restricted to the demarcated working areas and no trespassing onto private land outside these areas should be tolerated.

No fire-wood or other plant material, dead or alive, may be collected from land abutting the work servitude.

Fire-fighting equipment should be available on site at all times to extinguish any accidental fires.

No vegetation adjacent to the existing cleared servitude outside the designated working area is to be disturbed or damaged in any way without prior approval from the landowner and ECO.

Adequate toilet facilities (e.g. chemical toilet) to be provided for workers on site, and all ablutions to take place in these facilities.

Scavenger-proof litter bins to be kept at the construction camp, site office and all work sites and strict control over littering enforced by means of stiff fines.

Construction staff will not be allowed to hunt, trap, harm or disturb any wild or domestic animals on the pipeline servitude or on any abutting property.

If any wild animals (such as tortoises and snakes) are encountered, they should be relocated unharmed to natural veld abutting the construction area.

Watercourses may not be impacted on in any way without required environmental approvals (e.g. Environmental Authorisations and Water Use Licences).

In the event of pollution caused as a result of construction activities, the contractor, according to Section 20 of the National Water Act (Act No. 35 of 1998), shall be responsible for all costs incurred by organisations called to assist in pollution control and/or to clean up polluted areas.

All complaints by the landowners or abutting residents that are not timeously resolved by the Contractor should be reported to the Engineer/Applicant for resolution.

Details of complaints received from adjacent residents, businesses or landowners, or other parties, regarding the construction activities or behaviour of the construction staff, shall be recorded in a designated register by the Contractor. Details of the response, including the nature of the activity undertaken and the date, shall be noted and submitted with the monthly reports to the Engineer.

PA12009 MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this Particular Specification of the Scope of Works. All costs so incurred shall, save and except to the extent provided for in the Bill of Quantities under Preliminary & General Section : CONTRACTOR'S REQUIREMENTS, be deemed to be included in the rates tendered for the various items of work listed in the Bill of Quantities.

MHLONTLO LOCAL MUNICIPALITY

CONSTRUCTION OF MVUMELWANO SPORTFIELD PHASE 2

MIG/EC/CS/346520-20/21

PARTICULAR SPECIFICATION PB: PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS FOR ROAD CONSTRUCTION WORKS
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1. INTRODUCTION

1.1 LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
MLM	Mhlontlo Local Municipality
CC	Compensation Commissioner
CHS	Construction Health and Safety
CR	Construction Regulations (Gazette 10113 of 7/02/2014)
DME	Department of Mineral and Energy
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
LI	Labour Intensive
MH&SA	Mine Health and Safety Act No. 29 of 1995 (as amended)
OH	Occupational Health
OHS	Occupational Health and Safety
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
ER	Engineer's Representative
RHCS	Regulations for Hazardous Chemical Substances
SANS	South African National Standards (Authority)
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

1.2 DEFINITIONS

The definitions used will be those set out in the Regulation Gazette No 10113 of 7 February 2014 with the following additions:

Client: Mhlontlo Local Municipality.

Engineer: Means a competent person appointed by the Client to design, supervise and monitor construction on their behalf.

Hazard: Source of exposure to danger

Hazard Identification and Risk Assessment (HIRA) and Risk Control:

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Construction Health and Safety Agent:

Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

Contractor to Principal Contractor:

Means a person or persons performing work in connection with the contract on the construction site who is not employed by the principal contractor or the client. This includes plat hire.

Health and Safety Plan:

Means a documented plan which answers to the Project Specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Occupational Health and Safety Agent (OHS Agent):

A person appointed by the Client to carry out the duties of the Client in respect of Occupational Health and Safety on the Project in terms of Regulation 5 sub regs (5) and / or (5)

Mine: Any excavation from which material (soil, gravel, stone etc) is taken for use in the construction site.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Regulation/s: Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

Site: Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas and haul roads which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Engineer.

The Act: Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

1.3 KEY ROLE-PLAYERS

Client Representatives:

Engineer:

Engineers Representative

OHS Agent:

1.4 KEY REFERENCES

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
Committee of Land Transport Officials (COLTO) South African Roads Specifications for Road and Bridge Construction
Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
Road Traffic Safety Act No. 93 of 1995 (as amended)
Mine Health and Safety Act No. 29 of 1995 (as amended)

2. PREAMBLE

The MLM is tasked to provide infrastructure within the Municipal area including the construction of sport fields.

Each year, fatalities and serious injuries mar the reputation of the Construction Industry. The MLM has a responsibility to limit such injuries by ensuring a zero tolerance approach to Contractors and those affiliated to a particular project. Thus a high premium is placed on the H&S of MLM stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the Municipality and relevant stakeholders have toward its employees and members of the public are captured in this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

The MLM, as the Client and its Construction Health and Safety CHSA acting on its behalf, shall provide a project specific Health & Safety Specification (PSHSS) for the project and provide it to the Principal Contractor/s making a bid or appointed to perform construction work for the project, or parts thereof.

2.1 PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)

The POHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client, i.e. Engineers, Principal Contractors (PC) and Contractors, achieve an acceptable level of OHS performance. The Client has a zero tolerance to non-compliance and the endangering of the lives of workers, and the public, thereby being placed at risk.

No advice, approval of any document required by the OHSS (i.e. hazard identification and risk assessment, action plans) or any other form of communication from the Client shall be construed as an acceptance by the Client. Nor shall such communication relieve or absolve the PC from any obligation or from achieving compliance with legal requirements. The PC remains responsible for achieving the required performance levels and must sign an OHSA S.37.2 mandatory agreement with the Client.

The H&S Specification highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project.

It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations

3. IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)

This project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor, and must be complied with. Failure to do so will be noted as a serious offense, and will result in a penalty, stoppage of part of, or the whole works, with no extension of time or allowable claims; this includes the submission of an approved health and safety plan

This specification must be read in conjunction with the OHSA, it's Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. is detailed in the tender document, is to be taken into account when developing the H&S plan and associated documentation. The detailed design risk assessment is included, as is a summary of risks identified as attached.

The OHSA S.37.2 Mandatory Agreement found in the Tender Document must be fully completed by the PC. A copy of this must be placed in the Health and Safety Plan.

No work may commence without written approval of the H&S plan by the OHS Agent. Failure to comply with this requirement will result in a penalty, stoppage of part of, or the whole works, with no extension of time or allowable claims.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended

H&S plan for approval. Further to this, the PC must ensure that a similar system must be implemented between all their Contractors.

The OHS Agent will visit the project at least monthly, or more frequently if deemed necessary to ensure compliance. All activities on the site and all appropriate documentation will be monitored and reported on to the Client, Engineer and Contractor. Non-conformances will be issued and penalties or work stoppage instructions will be issued where appropriate. Communication between the OHS Agent and the PC will be through the Engineer or Engineer's Representative (ER) as determined at the commencement of the project.

The authority of the client's appointed OHS Agent shall be that as contemplated in Section 5 of the construction regulations.

4. REQUIREMENTS AT AWARD STAGE

The successful Tenderer is required to submit a site specific H&S plan within 14 days of the tender award

The documentation submitted will be used to assess the competence of the tenderer, as required by the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

Adequate pricing for H&S is also required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.

The PC shall ensure the following information is submitted as part of the H&S plan within 14 days of the tender award.

- A project specific H&S Plan in line with this project specification which will be subject to approval by the OHS Agent. This must include all supporting documentation as required to verify the H&S system;
- A declaration to the effect that contractor has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- A valid Letter of Good Standing with the Compensation Commissioner or similar
- Detailed technical method statements for approval by the ER and appropriate risk assessments and safe work procedures for approval by the OHS Agent:
 - Site establishment;
 - Management of traffic and the public.
 - Opening and establishing quarries and borrow pits; **If these are to be used**
 - Construction of offices and accommodation
 - Appointments of the following, with the relevant CVs: Construction Manager; Construction Supervisor; Construction Health and Safety Officer; Risk Assessor; Traffic Safety Officer; First aider.
 - An organogram of the site relationships showing at least the above appointments. The holders of the various positions must be identified.

Further method statements are to be submitted prior to, and during the project which will require the approval of the ER before the HIRA is submitted for approval of the CHSA and work on that aspect or activity can commence. A lead time of two weeks for approval of the HIRA is needed.

The Health and safety file must contain a register of these approvals including dates.

4.1 PRE-START UP ACTIVITIES:

Once the H&S plan has been approved there may well be additional documentation that includes appointments, emergency arrangements or further method statements and risk assessments. The inclusion of such aspects for personnel or Contractors commencing work at this time is required to be approved and verified by the Engineer and OHS Agent.

5 SPECIFIC PROJECT RISKS AND REQUIREMENTS

The aspects covered in Sections 5.4 to 5.7 have been noted as risk areas in the design hazard identification and risk assessment (HIRA), and are to be noted when developing the H&S plan and associated documentation. The COLTO Standard Specification (among other) document was used to develop the HIRA, and the same reference format is used. Where particular risks are noted, further requirements may be specified. Identification of low or medium risks does not mean there is no risk involved. In depth HIRAs and management systems are required to limit as much risk as possible as required in OHSA. Requirements for H&S systems, standards, PPE etc. are noted (but are not limited to), and the management thereof should be included in the documentation.

H&S method statements and safe work procedures (SWPs) (or safe operating procedures (SOPs), on which the PC has based his risk analysis, are to be used by key site staff for daily activities and supervisors need to ensure the site, workers and the public are kept safe. The environmental issues may be included, but will need to be approved by the Environmental Consulting Officer (ECO).

5 GENERAL REQUIREMENTS

5.1 SUMMARY OF RISKS IDENTIFIED DURING DESIGN

5.1.1 General Requirements and Provisions (Series 1000)

Information in this series covers the start-up aspects of the project, with a number of the activities (excluding establishment) lasting the duration of the contract.

5.1.2 Drainage (Series 2000)

The terrain of the area needs to be considered when excavations are planned. Storage of storm water pipes on site could prove problematic and if rolled down hills could cause severe damage. Note must be taken of the tendency of the public removing safety equipment.

5.1.3 Earthworks and Pavement Layers of Gravel or Crushed Stone (Series 3000)

The terrain of the area needs to be considered. Steep roads will require planning of works.

5.1.4 Asphalt Pavements and Seals (Series 4000)

5.1.5 Ancillary Roadworks (Series 5000)

5.1.5 Specified Hazardous Chemical Substances

The following lists of products or type of substance are those that have been identified as likely to be used on the project. Where the PC is likely to supply the product as the product has not been specified, safer alternatives should be considered. Medical surveillance will be required for those

PRODUCT	POTENTIAL HEALTH OR OTHER RISKS
Cement	Hand mixing may occur, will be used for structures, stabilizing. 50kg bags delivered on pallets, ergonomic risk from handling, dust exposure, chromates. Eye, skin and respiratory irritant
Shutter Oil	Usually hand application prior to placing formwork in position. Volatiles present. Skin and respiratory irritant.
Asphalt	Inhalation will cause headaches, nausea, respiratory, eye and skin irritation. Carcinogen. Burns from hot mix. Hydrogen sulphide and carbon monoxide emitted as by-product. Breaking or cutting will release silica (crystalline)
Retro-reflective Road paint	High levels of volatiles, Products have narcotic effect
Lime	Dust, eye and respiratory irritation
Petrol/diesel/lubricants	Storage tanks/ bowsers on site. Fire, spillage, fumes

Creosote (pre-treated poles)	Eye and skin irritation and minor burns, carcinogen
Epoxies and epoxy resins	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Coatings	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Grouts	Will be determined by the Principal Contractor; various grouts will be required, cementitious or other, may contain silica (crystalline - quartz), hexavalent chromium, respiratory, skin and eye irritant

5.1.7 Hidden services

"As built" drawing show services however these have been proven to be inaccurate. The contractor must treat all services as live. Electrical and water lines are to be expected.

5.1.8 Public unrest

Due to the volatile political climate leading up to the elections the contractor may experience difficulties in the area. Procedures must be put in place to safeguard works and employees.

7. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

The PC shall notify the Provincial Director of the Department of Labour (DoL) in writing, in the form of the Annexure 2 in the CRs. This shall occur after award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided. Work will not commence without the Notification being correctly completed and signed by the Client. The Notification shall only be signed by the Client following the approval in writing by the OHS Agent.

Where changes to the conditions given in the submission are required (i.e. other Contractors, completion dates, increase in workers), a revised Annexure 2 must be submitted to the Department of Labour. It is preferable that the completion date includes the defect liability period. A copy of the notification form and any further submissions must be kept in the H&S file.

8. HEALTH AND SAFETY PLAN FRAMEWORK

The aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing a H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan, as they have been identified in the design HIRA, as playing a role in reducing the overall risk of a particular activity, or section of the project. The OHS Agent may from time to time request additions or systems as they relate to the works at the time.

The PC must include in his Health and Safety file an organogram showing all appointments and responsibilities on site. This must include names of personnel where possible.

The PC is to prepare one or more site office area layout drawings to indicate at least the following:

- positions of emergency personnel and equipment at the site camp, or each fixed working area;
- traffic routes for plant and pedestrians, parking;
- Storage areas (flammable stores, materials etc.)

8.1 APPOINTMENT OF COMPETENT SITE PERSONNEL

The CEO (OHSA S15.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 15.2)

Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the CHS Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the CHS Officer.

The Occupational Health and Safety Plan shall include the following, but not be limited to the following key appointments:

8.1.1 Construction Management

A Competent Construction manager who are appointed to manage all of the works must have had training and experience in their area of responsibility not that this includes all Health and Safety. All site supervisors must show evidence of basic training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Multiple competent Assistant Construction Managers may be appointed where justified by the scope and complexity of the works. Curriculum Vitae (CVs) are to be submitted for approval by the Engineer and OHS Agent. Each supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials in their particular area.

8.1.2 Construction Health and Safety Officer

The PC will employ one competent, full-time CHS Officer who complies with CR 2014 and any notices attached there to, for the duration of the contract. The CHS Officer's CV is to be submitted for approval by the Engineer as well as the OHS Agent. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include the basic requirements for registration as a Construction Health and Safety officer with SACPCMP, with a minimum of two years exposure to Civil Engineering Construction in an OHS capacity. He should also have undergone training in the Act and Regulations.

Where contractors are employed, the CHS Officer must have the competence to evaluate the Contractors Health and Safety plans.

The CHSO must hold a valid driver's license.

This person may not hold any other position on the site staff.

The Construction Manager assisted by the CHS Officer will be held responsible for all H&S on the project. Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHS Officer at all times. No new workers or Contractors may commence work without approval or following the H&S plan as submitted.

Failure to do so will be considered a serious offence.

The CHS Officer shall not be the same person as the Traffic Safety Officer, but will be responsible for ensuring that daily traffic management is adequately managed for all teams.

- No inductions of Contractor staff until the H&S documentation is approved by the CHS Officer.
- The CHS Officer/s may not be removed or replaced without the approval of the OHS Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A close out meeting will be held at the end of each formal audit by the OHS Agent and findings will be issued in the form of site instructions. Senior site staff will be obliged to attend the close out meeting.

A monthly report of all H&S activities and incidents is required to be tabled by the Health and Safety office at each site meeting.

The CHS Officer will be responsible for collating the H&S documentation (electronically) at the close out of the project. A list of the typical aspects that should be provided is available as an Annexure to this document.

8.1.3 Traffic Safety Officer (TSO)

The PC is to appoint a competent TSO. The TSO shall be responsible to the CHS Officer. The CV of the TSO is to be submitted to the Engineer and OHS Agent for approval. Attention is drawn to the

provisions of Section 1500 of the COLTO specifications as given in the Contract Data and Scope of Work. .

Traffic accommodation drawings will be provided by the Engineer, and any changes suggested or required are to be discussed and approved by the Engineer. Speed controls must be clearly stipulated and managed. Speed limits must be strictly adhered to by all construction traffic. Unreasonable limits may be revised by the Engineer and/or OHS Agent. Additional care must be taken where workers and construction traffic interface. This should be in the form of flagmen to direct trucks and adequate signage as directed by the Engineer.

A system of recording daily traffic accommodation is to be provided. Photographs are to be taken following the placement of the accommodation to prove compliance. All daily records must be signed by the ER.

The photographs are to be date and time stamped and are required for the consolidated file.

It must be noted that further penalties are specified for non-compliances in this PSHSS.

8.1.4 Mobile Plant

All mobile plant are to be registered in terms of the National Road & Traffic Act 1995 (meaning even tracked mobile plant working on public roads are to be registered)

8.2 HEALTH AND SAFETY REPRESENTATIVES AND COMMITTEE

H&S Representatives are to be appointed following the start-up of the project, to be made up from both permanent and Contractors or local labour. Representatives from local labour can be appointed to represent such labour for the duration of the contract. Local labour should not be responsible for H&S duties unless appropriate training has been provided and the CHS Officer deems such labour competent to do so. Development in H&S of such labour would be an advantage to the community and the PC. H&S Representatives are to be actively involved with H&S and serve on the H&S Committee.

The CHS Officer shall ensure there is an H&S Committee made up of active site staff and H&S Representatives, representing each work area, including all Contractors. Meetings will be held at least monthly, and more frequently if so instructed. Key site staff are to be appointed. Issues arising from the OHS Agent audits are to be discussed, as well as all H&S related issues.

Minutes are to be distributed and discussed among all workers and Contractors and records kept thereof. Failure to do so will be deemed to be a moderate offence.

8.3 APPOINTMENT OF COMPETENT CONTRACTORS

The Principal Contractor is to ensure compliance with at least the Client's minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The CHS Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- No Contractor may work under the PC's Compensation registration number. If required the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatory (37.2) agreements between parties in place.

The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc). Cognisance is to be taken of the level of risk involved and the CHS Officer is to ensure the level of H&S documentation is appropriate:

- Mandatory agreements in place
- Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:
 - Load testing and registers for cranes or lifting devices

- o Medical certificates of fitness
- o Safety data sheets (SDSs)

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all of, the activities being stopped and/or penalties implemented.

9. GENERAL RISK MANAGEMENT

9.1 HEALTH RISKS AND MEDICAL SURVEILLANCE

The specified products have been listed above. As some products have not been identified, the PC is to ensure the CHS Officer and all supervision is responsible for ensuring the safe use of such products, and their inclusion into method statements and risk assessments. The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works.

Ergonomic risks are to be noted, especially where there are LI components, and all workers (including those of Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, volatiles and vibration (whole body and upper body) due to the type of plant, materials specified and the general nature of the works. Silica and general environmental monitoring for the general construction, as well as works at borrow pit and the quarry have been allowed for in the BoQ, as well as the allowance for medical surveillance.

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance. The use of occupational risk exposure profiling (OREPS) and job descriptions are to be used to determine specific exposures for management.

All permanent workers (including those of Contractors) are required to be in possession of a medical certificate of fitness relevant to their duties prior to commencing work.

Only fitness certificates are to be kept in the H&S file; Full medical records are not to be placed in the H&S file. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed.

Failure to do so will be considered a serious offence.

9.1.1 Noise Risks

All plant and equipment is to be measured for noise levels as soon as the majority of plant is on site (including Contractors). Findings are to be discussed at the H&S Committee and H&S Representatives and Supervisors are to ensure that noise zones are identified and wearing of PPE in them is enforced. All plant brought in by plant hire companies is to be compliant with the Noise Induced Hearing Loss Regulations.

Audiometric testing of all workers is to be included in the medical surveillance programme. Double audiometric testing at pre-employment and single tests thereafter is required. These should be repeated annually and as part of the exit medical. Audiometry records are to be available in the H&S file.

Suitable SANS approved hearing protective equipment shall be issued and worn. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone.

Failure to do so will be considered a serious offence.

9.1.2 General Environmental Conditions

Compliance with the Environmental Regulations (as amended), among others is required. Environmental monitoring of ventilation, lighting and dust may be deemed to be required by the Approved Inspection Authority used to measure the environment. Copies of the relevant reports and actions taken in respect of these are to be placed in the H&S file.

Any spillages of substances which could be toxic to persons must be dealt with adequately. The Contractor must include his spillage removal system in the OHS Plan.

9.2 EMERGENCY PROCEDURES

Attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The OHS Agents approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

NOTE. The contact details of private emergency service providers and hospitals should be included. Injured people require the best service available.

First aiders shall be available in each working team, and be able to work as a team when responding to any emergency on the project.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator and wardens;
- Lists of first aiders, and
- Requirement in terms of identified risks:
 - Fire;
 - Explosions;
 - Public unrest
 - Public Injury motor vehicle accidents.
 - Serious injury to workers(Medical or work related)
 - Any other major risks identified during risk assessments.

The emergency plan must include local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. Local emergency telephone numbers must be displayed and made part of the emergency procedure.

9.2.1 First Aiders and First Aid Equipment

Competent, trained First Aiders are to be formally appointed for the project. At least 1 level 3 first aider is required. First aiders are to be available at all times and be able to cover each working team. Contractors are expected to ensure compliance and manage their own first aiders and equipment.

The PC shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least the requirements to manage the type of emergencies identified. The list issued in the general Safety regulations will not be accepted unless proof is provided that it complies with the issues raised in the HIRA. It is suggested that all supervisors carry an appropriately stocked first aid kit in their vehicles at all times.

9.2.2 Fires and Emergency Management

Attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The OHS Agents approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

First aiders shall be available in each emergency team, and be able to work as a team when responding to any emergency on the project.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator and wardens;
- Lists of first aiders, and

- Requirement in terms of identified risks:
 - Fire;
 - Explosions;
 - Falls from heights, and
 - Motor vehicle accidents.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. The emergency plan is to include the risk of fire on site and related to any specific activities where gas, welding, cutting etc. occur.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers. Hot work permits are required for any such activities. Their position is to be shown on the sketch plan of the site. All construction vehicles and plant must be fitted with an appropriate fire extinguisher.

9.2.3 Incident Management and Compensation Claims

The PC will ensure there is a management system to investigate all incidents. All serious incidents involving any form of disabling injury or fatality are to be reported to the Engineer and OHS Agent telephonically immediately. This shall be confirmed in writing as soon as possible after the incident. Full details are to be included in the H&S meetings, and each site meeting. The details are also to be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

9.3 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company.

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear as required; the first 3 items are mandatory for all workers :

- Protective footwear;
- Reflective jackets (no bibs)
- Overalls that ensure worker visibility
- Eye protection;
- Hearing protection;
- Respiratory protection (minimum of FF2), and
- Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the H&S plan for approval; this must include the company policy on the issue and replacement of PPE

Any person (including Client, Designers etc.) found on site without the necessary PPE as required due to exposure must be removed from site until the PPE is supplied and worn.

The Contractor shall carry adequate stocks of Hi-visibility Jackets and hard hats for visitors. Failure to comply will result in penalties being applied.

9.4 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

On-site H&S signage is required. Signage shall be posted up at the appropriate fixed or temporary working areas, on scaffolding, and other potential risk areas/operations including vehicles. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed signage is required.

Signage is to include (but not be limited to) the following:

- 'no unauthorised entry';
- "Warning, Construction site – Keep out" or similar ;
- 'report to site office';
- 'site office';
- 'beware of overhead work';
- 'hard hat area' or other PPE requirements noted;
- First aid box positions (including vehicles), and
- Fire extinguishers

Signs shall be posted permanently or temporarily at areas of work onsite indicating that a construction site is being entered and that persons should take note of safety requirements.

The Contractor shall establish a system for controlling and recording entrance to the Site office and camp area.

9.5 INDUCTION OF EMPLOYEES AND VISITORS, GENERAL H&S TRAINING

A formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors to the site. Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training are to be kept in the H&S file.

Any person found on site without proof of induction in the H&S File will be removed from site until the proof is supplied and, and penalties may be issued for non-compliance.

9.5 TEMPORARY WORKS

Where temporary works are envisaged on the project, these must be properly designed and signed off by a competent person. In these instances a competent person is defined as a Professional Engineer (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer. Where the scaffolding, and /or support work is to be supplied and designed by a specialist company, care must be taken to comply with all the requirements of the supplier. Records and registers are to be properly completed and kept in the H&S file. A fall protection plan is to be available and supplied as an addendum to the H&S plan. The fall protection plan must be appropriate for the project. Method statements, appropriate risk assessments, safe work procedures and training are to be available prior to work commencing.

Construction drawings shall be required for all temporary structures as they relate to the project. The drawings shall be accompanied by full calculations, design loads and any relevant test results as required by the SANS code, and ensure adequate allowance for the development of appropriate documentation and training. All drawings are to be checked and signed by a competent structural engineer (registered with ECSA).

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

SANS 10085

SANS 10333 (parts 1-3)

Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan. The plan is to be developed and work managed by a competent person for the duration of the project. The following aspects must be included:

All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance.

Registers and all relevant documentation are to be placed in the H&S file. Work will be stopped and penalties applied to any work at heights that is not compliant.

Failure to do so will be considered a serious offence.

9.7 THE USE OF RADIOACTIVE EQUIPMENT

The use of radioactive equipment for the measuring of compaction parameters shall conform to the requirements of the "Code of Practice for the safe use of soil moisture and density gauges containing

radioactive sources" as published by the Department of Health: Directorate: Radiation Control Soil revised September 2001. Method statements, risk assessments and the appropriate training will be required.

If this is performed by people who are not employed by the PC they are to be treated as contractors with regards to Health and Safety.

Failure to do so will be considered a serious offence.

9.8 TRANSPORTATION OF WORKERS ON SITE

Transportation of workers shall comply with the relevant legislative requirements. Vehicles used to transport workers to, from, or on site, shall have secure seats with seat belts and be covered. The cover shall be securely fixed to the vehicle. No equipment or materials shall be transported in the same vehicle at the same time as workers. Failure to transport workers in a safe manner will be regarded as a serious offence. Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed. The licence disc will be used to determine suitability.

Failure to do so will be considered a serious offence.

9.9 QUARRIES, BORROW PITS, CRUSHERS, BLASTING AND BULK MIXING PLANTS

It must be noted that the use of quarries and borrow pits falls under the Mine Health and Safety Act ((290f1955 and its Regulations. Work in these areas must comply with these requirements and separate appointments and CoPs will be required.

Where single or multistage crushers are established on site, for quarries or borrow pits, the requirements of the MH&SA shall apply. Dust suppression systems (water or closed systems) and regular monitoring are required.

All requirements of the Codes of Practice set out by DMR must be complied with, this specifically requires enhanced medical surveillance which shall apply to any workers permanently employed in the borrow pit, quarry or any other circumstance where work is carried out under the MHSA.

The Department of Mineral Resources (DMR), as well as the OHS Agent will carry out audits on this aspect of the project. Non-conformances raised by either party will require closeout within specified time periods negotiated at the time.

Whichever form of batch plant is used, for mixing concrete or slurries for surfacing, guards and protection of nip points, emergency stops etc. are to be appropriately managed by competent supervision. Edge protection, movement of plant and dust management are required.

All blasting must comply with the Explosives Act No. 15 of 2003 and the OHSA and MH&SA or other legislation as they apply. Method statements and risk assessments will be required before blasting will be permitted. The Engineer and OHS Agent will be required to approve the arrangements. Should a blasting Contractor be used, the requirements relating to the management of Contractors shall apply.

Failure to do so will be considered a serious offence.

9.10 MANAGEMENT OF PLANT AND EQUIPMENT

A substantial amount of large plant and equipment is likely to be used. Close control of the PCs plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at the OHS Agent's audit. All daily inspection records are to be kept in the H&S file. Registers are not to be more than 1 week behind. Plant hire or haulage Contractors are to comply with the requirements, and comply with all H&S standards for the project.

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators. Noise levels are to be displayed on plant. Should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Method statements, risk assessments, safe work procedures

and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan

Any plant or slings used to lift plant or material require annual load testing by an AIA. Operators are to be adequately trained and certified to operate cranes. Certificates and registers are to be placed in the H&S file.

Movement of plant in closures and in confined working areas is to be closely monitored and managed by the TSO and supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly.

Failure to do so will be considered a serious offence.

9.11 EXCAVATIONS

Steep slopes require careful management. The Geotechnical report is available and is to be utilised to assess ground conditions. Shoring may be required, where indicated in the Geotechnical report or by the Engineer. The PC is to ensure that the Community Liaison Officer (CLO) and the local community, schools and general public are aware of the dangers of open excavations.

The CHS Officer is to ensure that all Contractors follow the same requirements as they relate to excavations. The Engineer may stop work at any time should the working area be deemed unstable. Method statements are to be approved by the Engineer and risk assessments are required. Workers are to be trained in the risks and protection measures, and the appropriate PPE is to be issued as highlighted in the risk assessments.

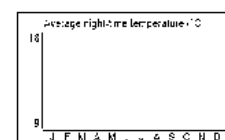
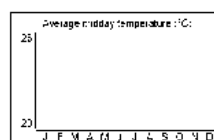
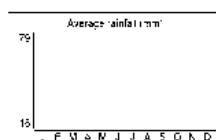
A competent person is to be appointed to manage excavations. All equipment and conditions are to be checked daily prior to work commencing. Communal registers for excavations on site are not permitted. Excavations should preferably not be open beyond what can be worked daily. Where excavations need to remain open, all excavations are to be properly protected, candy striped tape is not acceptable. Plastic mesh supported on adequate droppers 1m high should be used (approved by the Engineer). Berms are required to be a safe distance from the edge of the excavation. Stepped excavations are encouraged.

Adequate numbers of ladders are to be available to ensure safe access and egress from excavations. Ladders are required for excavations of greater than 300mm, and the ladder is to extend at least 1m above the edge of the excavation. No wooden ladders are allowed on site. Registers are to be kept current and placed in the H&S file.

Failure to do so will be considered a serious offence.

9.12 INCLEMENT WEATHER

Tsolo normally receives about 593mm of rain per year, with most rainfall occurring during summer. The chart below (lower left) shows the average rainfall values for Tsolo per month. It receives the lowest rainfall (15mm) in July and the highest (79mm) in March. The monthly distribution of average daily maximum temperatures (centre chart below) shows that the average midday temperatures for Tsolo range from 20°C in July to 25°C in February. The region is the coldest during July when the mercury drops to 9.3°C on average during the night. Consult the chart below (lower right) for an indication of the monthly variation of average minimum daily temperatures.



All decisions regarding work stoppage will be decided between the PC, the CHS Officer and the Engineer.

Failure to manage specific conditions or address issues timeously will be considered a serious offence.

9.13 AUDITING

External auditing by the OHS Agent will be done at least monthly or more frequently if deemed required by the OHS Agent, Client or Engineer. The site will be inspected and the documentation audited relative to the activities and H&S plan. The CHS Officer of the PC must accompany the Client, or the OHS Agent, on all audits and inspections.

The PC will ensure that all their Contractors are audited at least monthly prior to the OHS Agents monthly audits. Audits may be done more frequently where short term contracts are in place, or deemed high risk. Audit results will be acted upon and non-conformances and penalties issued. The Client, Engineer or OHS Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site. Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant.

Failure to address findings or non-conformances will be considered a serious offence.

9.14 COMMUNICATION ON SITE

All communication on site will be done through the Engineer to the PC and be in writing, including the issue and responses to non-conformances and H&S audit results.

Failure to address issues timeously will be considered a serious offence.

9.15 CARE OF WORKERS ON SITE (WELFARE)

Adequate toilets, clean, safe drinking water and decent shelter will be afforded workers at all times.

Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Only bacterial or enzyme based products may be used in portable toilets; the use of products containing formaldehyde is not allowed. The ratio of portable toilets on site will be a minimum of 1:10. Daily cleaning and increased removal of waste may be required if deemed necessary. Proof of safe disposal of waste will be required. Waste removal Contractors, or the PC are to ensure the appropriate H&S systems are available to limit exposure to sewage.

Hand washing facilities will be provided. The Environmental and Facilities Regulations will be adhered to at all times.

Failure to address issues timeously will be considered a serious offence.

9.15 DISCIPLINE, ALCOHOL AND SUBSTANCE ABUSE

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or Engineer.

9.17 ELECTRICAL EQUIPMENT

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use.

Method statements and safe work procedures will be required for all work involving electrical apparatus.

10. HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible. The following completed information shall be included (but not be limited to):

- The PSHSS;
- The H&S Plan;
- Appointment by Client;
- Mandatary agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandataries etc.;
- Record of Competencies;
- Training Records.
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data Sheets; Medical surveillance records;
- Registers, and
- Records of audits, minutes etc.
- Plant lists
- Temporary electrical installations
- Employee records (who is on site)

10.1 SUPPORTING DOCUMENTATION

The following list is not absolute, and the PC is expected to assess if further any further information should be submitted as supporting documentation, as it relates to the H&S plan. The inclusion of other, relevant documents is encouraged.

All documents as required by the Act and Regulations, including (but not limited to):

- Proof of registration with the Compensation Commissioner or FEMA;
- Proposed Organogram;
- Appointments under the Regulations;
- Examples of internal audits;
- Inspection registers of plant and equipment;
- Non-conformance system;
- Information relating to hazardous materials used and stored on site with SDSs;
- All Method Statements, Hazard Identification and Risk Assessments for the project;
- All Health and Safety Plans for the project;
- Examples of minutes of all relevant meetings related to H&S;
- Registers for all plant and equipment
- Incident records, including investigations and results, and
- Medical certificates of fitness and medical surveillance programme.

The H&S File shall closed out following the hand-over of the project. A list will be made available and the contents will be agreed to between the OHS Agent and the PC towards the end of the project.

11 NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water or soap	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off / not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved method statements	

11.1 FAILURE TO COMPLY WITH PROVISIONS

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer or the Client's OHS Agent, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.
- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the RE or Engineer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

12: MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in Section 1: Preliminary and General of the Bill of Quantities (PSB 11 and 12). A pro-forma BOQ is attached to this PSHSS as a guide to the items the Contractor should allow for in his pricing.

The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in Part C2.1 of this document.

Item and Unit

C.01 Preparation of Contractor's Project Specific Health and Safety Plan. (Lump Sum (L.S))

The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document

C.02 Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Lump Sum (L.S))

The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following

- (a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure A to the Regulations.
- (b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.
- (c) The Client has approved the Principal Contractor's project Health and Safety Plan.
- (d) The Principal Contractor has set up his Health and Safety File.

C.03 Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Month (Mth))

The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and Regulations which are mainly a function of time. Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit. This will include the updating and administration of the Health and Safety file

C.04 Provision of Personal Protective Equipment (PPE) as listed in the Bill of Quantities. (Number (No))

The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Contractors are responsible for their on costs in this regard. Any items of PPE not included on the list will be paid for only after the Engineer has agreed to their acquisition.

Items listed will include, among others which may be noted, are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for.

Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

C.05 Provision of full time Construction Health and Safety Officer (Month)

The Tender sum shall include for the cost of a Construction Health and Safety Officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties, which include the induction and training of all persons on site. If a part time safety officer is appointed,

by agreement with the Employer, then the amount Tendered will be prorated according to the amount of time spent on the project.

C.05 Costs of Medical Surveillance

(Unit (No))

This item shall covers all costs in involved in the obtaining of baseline, periodic (at least annually) and exit medical certification and conducting medical surveillance for all workers and especially operators of Construction vehicles and mobile plant as contemplated in CR 21(d) (ii); Workers at Heights, Regulation 8 (2) (b) of the Construction Regulations and Workers exposed to hazardous chemicals including bituminous fumes under Regulation 7 of the HCSR; for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated above.

Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating. Chest x-rays will be required in the case of workers who may be exposed to high concentrations of dust (silica).

C.05 a) Initial (baseline) medical examinations, including audiometric and lung function testing.

C.05 b) Periodic examinations

C.05 c) Exit examinations.

C.07 Induction Training

(Unit (No))

This item shall cover all costs incurred for the health and safety inductions as set out on Regulation 7 of the Construction regulations and the proof of induction required. Payment will be made on the figures contained in the induction section of the Health and Safety File.

C.08 Environmental Monitoring.

(Unit (No) of tests)

C.08a) Air quality monitoring

Payment for this item shall cover all costs incurred in testing and monitoring the environment in respect of general health hazards including the presence of hazardous chemicals, as required by the Construction Regulations and the Mine Health and Safety Act.

**C.08b. Compliance with Amendment of the Occupational Exposure Control
Limit for Silica in Table 1 of the Hazardous Chemical Substances
Regulations (February 2010)**

(Unit (No))

C.08 a) Air sampling in situ

C.08 b) Analysing samples

(Unit (No))

C.08 c) Tests on Workers

(Unit (No))

The rates for these items shall include for all air monitoring, air sample testing and tests in workers for silica exposure as required by the above amendment. It should be noted that these items must be under the control of an authorised inspection authority which would normally be a registered H&S hygienist or occupational health practitioner familiar with the Hazardous Chemical Regulations and include for all necessary costs in this regard including travelling to and from site and all required reporting.

C.09 a) Establishment of noise levels

(Unit (No))

- a) This item shall cover all costs involved in the establishment of noise zones, including any workshops, in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last two years, the test need not be repeated but must be kept valid for the duration of the Contract.

C.10 Item Payment for Health and Safety Representatives at meetings.

(Unit Hr)

The rate for this item shall cover the cost to the Contractor of the attendance of Health and Safety representatives at monthly meetings and shall compensate the Contractor for loss of productive time at these meetings

C.11 Provision of First Aid Boxes.**(Unit (No))**

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph 7 above.

C12. Transportation of Workers.**(Lump Sum)**

The Lump sum tendered under this Item shall cover all costs involved in the safe transportation of workers as outlined above. Payment will be made in equal amounts for the duration of the contract.

C.13 Submission of the Health and Safety File.**(Lump Sum)**

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion

Notwithstanding any statements in section 1300 of the COLTO Specifications, should the Certificate of Practical Completion be issued after the Contractual Completion date no payment will be made under items C.02 and C.03 for the period between the Contractual Completion date and the date of issue of the Certificate of Practical Completion. This, however does not relieve the Principal Contractor of any of his legal responsibilities for Occupational Health and Safety in terms of the Act and Regulations

ANNEXTURES

- ANNEXURE A: RECORDS TO BE KEPT ON SITE**
- ANNEXURE B: HEALTH AND SAFETY (H&S) PRE-TENDER REPORT**
- ANNEXURE C: TENDER STAGE OCCUPATIONAL HEALTH AND SAFETY PLAN
EVALUATION**
- ANNEXURE D: NOTIFICATION OF CONSTRUCTION WORK 'ANNEXURE A'**
- ANNEXURE E: MANDATORY AGREEMENT 'SECTION 37.2'**
- ANNEXURE F: EXAMPLE HEALTH AND SAFETY AUDIT DOCUMENT**
- ANNEXURE G: NON-CONFORMANCES**
- ANNEXURE H: CLOSE OUT REQUIREMENTS**
- ANNEXURE I: BILL OF QUANTITIES FOR OCCUPATIONAL HEALTH AND SAFETY**

**ANNEXURE A
RECORDS TO BE KEPT ON SITE**

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3	4.(g)	A Valid Letter on Good Standing in respect of Workman's Compensation	Principal Contractor
4	5(5)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
5	5(7)	Health & Safety File opened and kept on site (including all documentation-required in respect of the OHS & Regulations. Available on request	Principal Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required by the OHS & Regulations.	Principal Contractor
7.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done.	Principal Contractor
8.	5(7)	Keep record on the Health & Safety File of the input by Construction Health and Safety Officer [CR 5 (5)]	Principal Contractor
9.	7(2)	Risk Assessments, kept up to date and available on site for inspection	Principal Contractor
10.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
11.	8(3)	Construction Supervisor [CR 5 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Principal Contractor
12.	9(2)(b)	Inform Principal Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
C.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Principal Contractor
14.	9(4)	Record of inspection of the structure [First 2 years – once every 5 months, thereafter yearly]	Owner of Structure
15.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure. Kept on site, available on request	Principal Contractor
17.	11(3)(h)	Record of excavation inspection On site available on request	Principal Contractor
18.	15(11)	Suspended Platform inspection and performance test records. Kept on site available on request	Principal Contractor
19.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Principal Contractor
20.	17(8)(d)	Maintenance records for Material Hoist Available on site	Principal Contractor
21.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Principal Contractor
22.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Principal Contractor
23.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Principal Contractor
24	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Principal Contractor
25		Copies of all appointments made in regard to safety supervisors and inspectors	Principal Contractor
25		Record of safety inspections on equipment using radioactive materials.	Principal Contractor
27		Any other records as required by the Client or his OHS Agent	

ANNEXURE B

PROVINCE OF THE EASTERN CAPE DEPARTMENT OF ROADS & PUBLIC WORKS

HEALTH AND SAFETY (H&S) PRE-TENDER REPORT

Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

The following requirements were set in the tender documentation and have been utilized to assess the completeness of the documentation presented with the submission of tenders. These requirements fulfil the requirements of the Client in terms of the Construction Regulations, Regulation 4(4). They are to be read in addition to the Act and Regulations but are not a substitute for them.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

The following scores have been used to determine compliance with the pre-tender requirements:

Scoring as follows:

Not supplied or not adequate	0
Supplied and complete	1

If the tenderer has not completed any projects then Items 4 and 5 need not be supplied. A letter to this effect must be attached.

Tenderers are required to achieve a minimum of 10 out of a total of 17 for their tenders to be considered.

Legal or Specification Reference (Construction Regulations - CRs)	Pre-Tender Requirement H&S	Tenderers Response	Max Score	Actual Score
CRs 5.1	1 A project specific H&S Plan in line with this project specification which will support the CRs, therefore the information submitted needs to be complete and as close as possible to the final product. See check sheet		1	
CRs 4.(h)	2 Adequate pricing for H&S is also required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.		1	
CRs 4.4	3 A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 1003;		1	
	4 At least one copy of minutes of previous Occupational Health and Safety Committee meetings;		1	

	5 Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer		1	
CRs 7.1	6 Detailed technical method statements for approval by the ER and for approval by the H&S Agent: a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layouts		1 1 1 1	
CRs 7.1	7 Appropriate risk assessments: a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layout		1 1 1 1	
CR 7.1	8 Appropriate safe work procedures: a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layouts		1 1 1 1	
	FINAL SCORE		17	

ANNEXURE C

TENDER STAGE OCCUPATIONAL HEALTH AND SAFETY PLAN EVALUATION To be evaluated by the appointed OHS agent for the project against the H&S Plan

Tenderers will be scored on their response to various facets of the Health and Safety Specification in the Tender Document.

Failure to achieve a score of 50 % will render the tender non-responsive.

Proof of the evaluation must be given under the remarks column.

1	General	Is the Specification Project Specific? If not then the score is	0
	Scoring	Response present and satisfactory	1
		Not present	0

OHS Act / Regulation	Specification Section	Description	Max Score	Score
5.2	7.1	Construction supervisor	1	
5.5	7.1.2	Construction H&S Officer	1	
	7.1.3 (spec sect 1500)	Traffic Safety Officer	1	
	5.1	Health Risks and Medical Surveillance		
NIHLR	5.1.1	Noise Risks	1	
	5.2	Emergency Procedures		
GSR 3	5.2.1	First Aiders and First Aid Equipment	1	
CR 27	5.2.2	Fires and Emergency Management	1	
GAR	5.2.3	Incident Management and Compensation Claims	1	
GSR 2	5.3	Personal Protective Equipment (PPE) and clothing	1	
GSR 2B	5.4	Occupational Health and Safety Signage	1	
CR 7 (8;9)	5.5	Induction of Employees and Visitors, General H&S Training	1	
CR 21	5.5	Management of plant and equipment	1	
CR11	5.7	Excavations	1	
CR 8	5.8	Working at Heights	1	
CR 8	5.8.1	Fall protection plan	1	
DMR 11/CR 20	5.9	Cranes and lifting equipment	1	
DMR 11	5.9.1	Tower cranes	1	
CR 10	5.10	Temporary works	1	
CR 11	5.11	Piling	1	
Asbestos Regs	5.12	Asbestos removal	1	
CR 18	5.13	Batch Plants	1	
DMR/GMR	5.14	Mechanical installations	1	
CR4(1)(d)	5.15	Auditing	1	
	5.15	Communication on Site	1	
CR 28 Facilities Regs.	5.17	Care of Workers on Site (Welfare)	1	

	Additional Requirements			
--	-------------------------	--	--	--

		Organogram	1	
	1.3	Declaration of competency	1	
CR 7 (1)		Method Statements (SWPs)		
		a) Site Establishment	1	
		b) Clearing and Grubbing	1	
		c) Excavations	1	
CR4.1 (h)		Has pricing for OHS been allowed for?	1	
		TOTAL SCORE	31	0
		TOTAL PERCENTAGE		0.00

If a section is not applicable then it must be deleted from the score sheet and the total score reduced

ANNEXURE D

NOTIFICATION OF CONSTRUCTION WORK (ANNEXURE A)

Regulation 3 of the Construction Regulations, 2003

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

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

.....

13. Name(s) of Contractors already chosen:

.....

.....

.....

.....
Principal Contractor

.....
Date

.....
Client

.....
Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE LOCAL OFFICE OF THE DEPARTMENT OF LABOUR WHERE THE PROJECT WILL TAKE PLACE, PRIOR TO COMMENCEMENT OF WORK ON SITE.
- ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.
- A LETTER OF CONFIRMATION IS TO BE KEPT IN THE OHS FILE

ANNEXURE E

**AGREEMENT IN TERMS SECTION 37.2 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
1993**

(ACT NO. 85 OF 1993, AS UPDATED IN GOVERNMENT GAZETTE 7721 OF 18 JULY 2003)

THIS AGREEMENT is made

at;.....

on this the, day of, in the year

between

.....
(hereinafter called "the Client") of the one part, herein represented by;

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

and delegate of the Client in terms of the Client's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.

and

.....
(hereinafter called "the Mandatory") of the other part, herein represented by

.....in his capacity as

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

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

CONTRACT NO:, and has
accepted a tender by the Mandatory for the construction, completion & maintenance of such works
and whereas the Client and the Mandatory have agreed to certain arrangements and procedures to be
followed in order to ensure compliance by the Mandatory with the provisions of the Occupational
Health and Safety Act 1993 (Act 85 of 1993 as updated);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

(a) 1 The Mandatory shall execute the work in accordance with the contract documents pertaining
to this contract;

2 This Agreement shall hold good from its commencement date, which shall be the date
determined in terms of the Form of Offer and Acceptance, or other date decided upon, in the
Contract Data, to either;

a) The date of the final certificate issued or as contained in this Volume
..... of the contract documents pertaining to this Contract, or

(b) b) The date of termination of the Contract;

3 The Mandatory declares to be conversant with the following:

- a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i. Section 8: General duties of clients to their employees;
 - ii. Section 9: General duties of clients and self-employed persons to persons other than employees;
 - iii. Section 10: General duties of manufacturers and others regarding articles and substances for use at work;
 - iv. Section 37: Acts or omissions by employees or Mandatories, and
 - v. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - b) The Contractor shall ensure that he familiarises himself with the requirements of the Company's health and safety specification developed for the project, and that he, his employees and any other Contractor s employed during the project comply with them. The Contractor shall ensure that all health and safety documentation required by with the Company's health and safety plan is maintained for the duration of the project.
- 4 In addition to the requirements of conditions of contract (as amended by the Contract Data of the contract documents pertaining to this 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 Contractors, whether or not selected and/or approved by the Client.
 6. The Mandatory warrants that all his own and his Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 as amended, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Client upon signature of the agreement.
 7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective clients will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 15.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of Section 15.2 of this Act without the prior written approval of the Client. If the mandatory obtains such approval and delegates any duty in terms of section 15.2 a copy of such written delegation shall immediately be forwarded to the Client.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Client. The Client must further be provided with copies of all written documentation relating to any incident.
 - c) The Client hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Contractors.
 - d) The Mandatory shall conduct such risk assessments, method statements and safe work practices as may be necessary during the course of the contract and shall ensure that all staff are informed of these. Proof of this shall be placed in the project Health and Safety file.
 - e) Adherence to the Contractor's Health and Safety plan must be enforced including the application of penalties for non-conformance as set out in the Client's Health and Safety Specification.

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

SIGNED FOR AND ON BEHALF OF THE CLIENT:

WITNESS:

1 2.....

NAME (IN CAPITALS)

1 2.....

Date

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS:

1 2.....

NAME (IN CAPITALS)

1 2.....

Date /

ANNEXURE F

LEGAL REQUIREMENT AND REGISTER AUDIT									
ITEM	LEGAL REF	REF TO SPEC.	RECORDS TO BE KEPT	SCORE	FINDINGS FROM LEGAL AND PHYSICAL INSPECTIONS	ACTION BY	START DATE	CLOSE OUT DATE	REQUIRED ACTIONS/ COMMENTS
1			Updated project H&S Organogram						
2	OHSA SPEC.	8.1	15.1						
			15.2						
3	15 (1) and (2)		CV of 15.1						
			CV of 15.2						
4	CR 5 (1) and (2)		Designation of Construction Supervisor(s) and Subordinate Person(s)						
			CR 5.1						
			CR 5.2						
			CV's on file						
5	OHSA S. 17; GAR 7	8.2	H&S Representatives appointed						
			Monthly inspections completed						
			Representation from Contractors						
5	OHSA S. 18; GAR 5	8.2	H&S Committee appointed						
			Minutes on file						
			H&S representatives reports discussed						
			Incidents discussed						

			Signed by Chair/CEO						
			Evidence of minutes noted						
7	GAR 4		Copy of OH&S Act (Act 85 of 1993)						
			Available on site.						
			Posters displayed						
			Copy of Contract document available on site.						
8	CR 4 (c), 5 (f)	5	Written proof of registration / Letters of good standing available on Site List of PC and Contractors on site						
9	OHSA S.37.2	4	Copy of the Mandatory (S37.2) agreement between the PC and Client						
10	OHSA S.37.2		Mandatory agreements between PC and Co-Contractors						
11	CR 3(3)	7	Notification to Provincial Director – Annexure A. Copy available on site						
			Reply from DoL						

12	CR 4(3)	5	Copy of Principal Contractor's Health & Safety Plan Available on request.						
			Letter of approval from Agent.						
13	CR 5.(5) 5 (7)		Health & Safety File opened and kept on site (including all documentation-required in respect of the OHSA & Regulations						
			Available at all times						
14	CR 5(5) (9)	8.3	Copy of Principal Contractor's Health & Safety Plan provided to Contractors						
15	CR 5.12	8.3	Letters of approval for each contractor on file						
			List of Contractors on site						
15		5.1	Copies of Technical Method Statements approved by RE (GCC 12.3.1)						
			Register available, signed by RE						
17	CR 5.5 CR 5.8	8.1.2	H&S officer appointed and approved.						

			Traffic Safety Officer appointed and approved						
			CV's available						
18		9.2.1	First aider/s appointed and approved.						
			Certificates available						
19	CR 7(2) OHSA 14 CR 7(4)	5.1	Risk Assessments:						
			Up to date and available on site for inspection						
			Review and monitoring programme adhered to						
			(All RAs to be listed)						
			Carrying Passengers on vehicles						
			Excavations (manual and machinery)						
			Fuel supply						
			Material handling and storage						
			Moving of Construction Vehicle						
			Operating of Front End Loader						
			Safe use of hand tools						
			Signs to control traffic						

			Site Establishment						
			Traffic accommodation						
		9.5	Workers trained in risk assessments						
20	CR 7.1 (c)	5.1	Safe Work Procedures						
			List of available SWPs						
		9.5	Workers trained in SWPs						
			Proof of training verified						
21	OHSA SECT. 13 CR 7(9)	9.5	Induction programme available						
			Proof of induction training available						
22	CR 8		Fall Protection:						
			Appointment of Competent person						
			CV on file						
			Included in Risk Assessment						
			Addressed in emergency plan						
			Other site inspection findings						
			Registers available						
23	CR 9(2)(b) (3)		Structural Information from Designer:						
			Geo-science technical report						

			Design loading of the structure						
			Methods & sequence of construction						
			Design risk assessment						
			Addenda H&S Specification						
24	CR 10(1)(d)	9.5	Support Work and Formwork:						
			Competent persons appointed						
			CVs available						
			Design						
			Erection, maintenance, use and dismantling						
			Design drawings available on site						
			Risk Assessment included						
			Registers in line with support work and formwork noted in site inspection						
25	CR 11(3)(h)	9.11	Excavations:						
			Competent persons appointed						
			CVs available						
			Depth of excavations on site						
			Shoring in use						
			Registers in line with open excavations noted at site inspection						

25	CR 11 (f) GSR 13A	9.11	Ladders:						
			Competent person appointed						
			Registers kept						
			Registers for ladders noted on site						
27	ER 10 CR 12	9.9	Blasting:						
			Competent person/s Appointed in writing for Demolition work						
			CV on file						
			Site Risk Assessment carried out						
			Method Statement available						
			Compliance with Explosive Regulations						
			Pre-shift Inspection register kept						
			Quarry permit in place						
28	CR 15(11)		Suspended Platforms:						
			Competent person appointed						
			CV on file						
			Suspended Platform inspection and performance test records						
			Registers for platforms noted on site						

29	CR 17(8)(c) (d)		Material Hoist						
			Competent person appointed						
			CV on file						
			Maintenance records available						
			Daily inspection register						
30	CR 18(9)		Batch Plant:						
			Appointment of Competent person						
			Registers for maintenance, cleaning and repairs						
			Risk Assessment carried out						
			Batch Plant to be inspected weekly by a competent person.						
			Inspections register available						
31	CR 21		Construction Vehicles:						
			Appointment of competent operators						
			Identity Document						
			Competency Certificate						
			Drivers Licence						
			PrDP						
			Medical Certificate						

			Plant and machine lists available						
			Inadequacies noted on site						
			Registers on file noting daily inspections						
		9.8	Transportation of workers						
32	CR 22		Temporary Electrical Installations:						
			Appointment of competent person						
			CV on file						
			Services identified and protected						
			Certificates of Compliance for installations						
			Daily electrical machinery register						
			Quarterly inspections						
33	DMR 18 CR 20		Cranes and Lifting Equipment						
			Competent person appointed						
			CV on file						
			Identity Document						
			Competency certificate						
			Drivers licence						
			PrDP						
			Medical certificate						

			Cranes & Lifting tackle identified/numbered on Register						
			Log Book kept for each individual Crane						
			Inspection:						
			- All cranes - daily by operator						
			- 5 monthly						
			- Other cranes - annually by comp. person						
			- Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly						
			Risk Assessment carried out						
34	CR 25		Driven Machinery compliance re excavators and TLBs being used						
			Stacking & Storage Supervisor:						
			Appointed per work area						
			CVs Available						
			Include site conditions						
			Spoil areas						
			Register available per area						

35	Dept Health Code of Practice	9.7	Use of Radioactive Equipment						
			Competent operator with certificate						
			Regular leak and other testing						
35	GSR 2		Proper storage and signage						
			Register available						
			PPE:						
			Included in Risk Assessment						
			PPE used and enforced						
			Training to use (Induction)						
37	GSR 9 PER		Records of Issue kept						
			Registers for condition checks						
			Welding/Flame Cutting Equipment						
			Competent Person(s) appointed						
			CVs available						
			Equipment identified/numbered and entered into a register						

			Gas cylinders and store inspected and safe						
			Types of welding on site (List)						
			Equipment inspected monthly and register available						
38	RHCSs CR 7, 23		Hazardous Chemical Use and Storage						
			Competent Person/s appointed						
			CVs available						
			Risk Assessments include use of HCSs						
			Register of HCS kept/used on Site						
			Flammable Store						
			Bulk fuel storage						
			Safety Data Sheets on file and utilised						
			Permit to store fuel in place						
39	PER		Pressure Equipment (PEs):						
			Competent person appointed						
			Fire Extinguishers inspected and up to date						
			Inspection Registers						
40	GSR 3	9.2.1	Emergency Management:						

			First aiders available through project						
			Level 3						
			Check First aid box(es)						
			First aid boxes through site						
			Registers available (noted on site)						
41	GAR	9.2	Incident Management:						
			Emergency co-ordinator appointed						
			CV available						
			Emergency plan appropriate						
			Emergency level included in Risk Assessments						
			Workers trained						
			Incident reports available and complete						
			Incident Investigator						
42	MHSA	9.9	Crushing Plant/Quarry						
			Competent person appointed (3.1)						
			Written Proof of Competence of above appointee available on Site including CV						
			Risk Assessment carried out						
			Method statements						

			Lock out system						
			Electrical certificate.						
			Machinery checked and register kept						
			All permits up to date						
43	MHSA (R3)	9.9	Borrow Pits						
			Competent person appointed (3.1)						
			CVs on file						
			COPs on file						
			Risk Assessment carried out						
			Method statements						
44	MHSA		Codes of Practice						
			Approval by DME						
45	DMR 2		Revolving Machinery						
			Exposed revolving parts to be countersunk, enclosed or guarded						
			Projecting shaft or spindle end be guarded by a cap or shroud						
			Stop/start controls						
			Controls appropriate						
			Emergency stops/system						
45	CRs RHCS's MHSA	8.1	Medical Surveillance Programme						
			Pre-placement						
			Periodic						

			Exit						
			Workers at height						
			Plant operators						
			DME Annual Medical report						
			Traffic Accommodation						
			Competent person appointed						
			CVs available						
			Traffic plan according to SARTSM Ch.13Vol.2						
			Risk Assessments include traffic risks						
			Changes and registers signed by RE						
			Visual check on Traffic Control						
			Inspection Registers kept						
			Welfare Facilities:						
			Toilets available where crews are working/clean						
			Clean potable water available						
		See Main Spec	HIV and AIDS programme						
			Noise Risks						
			Noise Zones established						
			Hearing PPE supplied						
			Audiometric testing done						
			Records Kept						
47	CR 21	Sect. 1500 Main Spec 8.1.3 SARTSM Chap. 13 Vol. 2							
48	CR 28								
49		See Main Spec							
50	NIHLR	9.1.1							

RESPONSIBILITY		DATE
OHS AGENT SIGNATURE		DATE
PC SIGNATURE		DATE
ENGINEER SIGNATURE		DATE
CLIENT SIGNATURE		DATE

ANNEXURE G HEALTH AND SAFETY SITE INSPECTION NON CONFORMANCE NO			
AGENT:		PROJECT:	
Consultant:		Date and Time:	
Client:		Area:	
Contractor:			
ASPECTS NOTED	COMMENTS	COMPLETION REQUIRED BY (DATE)	
	•		
	•		
	•		
	•		
	•		
PHOTOGRAPHIC EVIDENCE (if available):			
1	2		
3	4		
OTHER:			
The following penalties are to be applied:			
Signature of RE			
Signature of H&S Officer/Site Agent			
Signature: of H&S Agent			
CLOSE OUT OF NON- CONFORMANCE			
VERIFIED BY AGENT	COMMENTS ON WHAT WAS DONE (ATTACH PROOF IF AVAILABLE)	DATE COMPLETED	
PHOTOGRAPHIC EVIDENCE, OR LIST OF ANNEXURE TO PROVE CLOSURE			
SIGNATURE OF H&S OFFICER OR SITE AGENT			
SIGNATURE OF ER			

ANNEXURE H

CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) Notification to Department of Labour of commencement of work
- f) Letters of Good Standing for the Project
- g) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - Letters of Approval of Contractors
 - Mandatary Agreements
 - Letters of Good Standing
 - Appointments
- h) Incident Records
- i) Non- Conformance records
- j) Agent's Audits
- k) Method Statements
- l) Risk assessments
- m) Safe work procedures
- n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.
- o) All drawings for temporary structures (suspended beams/scaffolds etc)
- p) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.

A copy of the as-built Drawings is to be placed on file by the Designers once complete.

DESIGN HAZARD IDENTIFICATION AND RISK ASSESSMENT			
Risk Rating Multiplier: Low = 1; Medium = 2; High = 3		Low	Med
		1	4
		2	5
		3	8
<p>Baseline Raw Design Risk - Typical behaviour given the design / factors present.</p> <p>Residual Risk - The extra factors noted that must be in place to reduce the risk</p> <p>Low Risk - Does not mean that the activity is safe, or that potential injuries and / or fatalities are eliminated</p> <p>Key Risks will be assessed and reported on in the Site Specific H&S Specification</p> <p>New tasks require re-assessment as the project progresses</p>			
GAR GSR SANS SABS NIHL OHS Act	General Administration Regulations General Safety Regulations South African National Standards South African Bureau of Standards Noise Induced Hearing Loss Occupational Health and Safety Act and Regulations 85 of 1993	GMR SWP MS HCS PrDP	General Machinery Regulations Safe Work Procedures Method Statements Hazardous Chemical Substances Professional Driving Permit

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
COLTO SERIES GENERAL REQUIREMENTS AND PROVISIONS												
1202	Services Eskom, Telkom lines, underground water, and sewage. Telkom and Eskom will remove own services where required.	Yes	PC will expose and protect services. May be illegal connections Asbestos pipes	2	2	2	8	Competent supervision and adequate pre-task training will be required. Removal of asbestos pipe to be according to the Asbestos Regulations. All excavations open longer than 1 shift are to be demarcated with netting or similar, at least 1m from the edge of the excavation. MS and SWP are required for the exposure of services, and are to be approved by the ER prior to commencing the activity	2	2	1	4
1219	Water	Yes	All water will be treated as contaminated and maybe unfit for human consumption Potable water is available in the towns and rural water schemes are available for use. Alternate water sources/supplies will have to be approved by DWA	3	2	2	12	Treatment of contaminated water will be required, water testing will take place regularly. Tankers of water may be required to be brought in from other sources	3	2	1	5
1302	Construction plant workshops and camps to be established and maintained by the contractor for the duration of the contract	Yes	A number of camps may be established and maintained for various activities to construct what is required to undertake the works	2	3	3	18	The PC will be required to submit with his pre-tender H&S plan the method statements, risk assessments and supporting documentation to ensure overall activities are managed.	2	3	2	

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
1402	Offices and Laboratories	Yes	Offices required for staff and a Laboratory for onsite testing	2	3	3	18	All buildings to be to SANS requirements and according to specifications in the tender document	2	3	2	
1403	Housing	Yes	Housing for the engineers employees who operate the laboratory	2	3	3	18	All buildings to be to SANS requirements and according to specifications in the tender document	2	3	1	5
1404	Electricity, Telkom, Water, Sewerage, Gas and Sanitation	Yes	Depends on the site chosen by the PC. May be septic tanks and or French drainage system. Temporary chemical toilets for use by workers Local or imported water supply, ESKOM, Telkom and gas supply River water is to be treated as contaminated, and workers may well be exposed when working around bridges and culverts	2	3	2	12	The ECO to provide the requirements relative to sanitary requirements on site. The PC will be required to submit with his pre- tender H&S plan the method statements, risk assessments and other supporting documentation to ensure start up activities are adequately managed. Please ensure adequate servicing of portable toilets in the very hot months, as the chemicals deteriorate more rapidly. Formaldehyde is used in the portable toilets	2	3	1	5
1502(a)	Traffic Safety	Yes	The whole site will require traffic accommodation All deviations and Stop/Go controls to be conspicuously sign posted There will be public and construction traffic on the road during construction	3	3	3	27	Construction drawings to be provided, all accommodation in line with SARTSM Ch 13 Vol 2. Method statements and risk assessments to reflect management of same. Dedicated Traffic Safety Officer is to be employed to control these requirements	3	3	2	

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
1502(b)(f)	Temporary deviations	Yes	All deviations and temporary by-passes are to be approved by the RE	3	3	3	27	Construction drawings to be provided, all accommodation in line with SARTSM Ch 13 Vol 2. Method statements and risk assessments to reflect management of same.	3	2	1	5
1502(e)(h)	Are there specific concerns regarding public access?	Yes	Taxi /Bus stops and access to private property will be affected	3	3	3	27	Construction drawings to be provided, all accommodation in line with SARTSM Ch 13 Vol 2. Method statements and risk assessments to reflect management of same. Allowance will be made for access to private property	3	3	2	
1502(i)	Traffic Safety Officer (TSO) will be appointed?	Yes	A team with at least 1 TSO to manage the traffic safety on site	3	3	3	27	Adequate competent TSO's to be appointed. TSO shall not be H&S Officer	3	3	2	
1503(a)	Construction will be under traffic?	Yes	Construction in half widths and single lane closures will be used for the project (24 hr) Stop/Go required	3	3	3	27	Traffic safety teams to maintain 24 hour closures, construction drawings to be provided, all accommodation in line with SARTSM Ch 13 Vol 2. Stop/Go controllers are not to exceed specified shift hours	3	3	2	
1503(b)	Erection of signage	Yes	Digging of holes and mounting of signs on poles, planting of poles, use of lifting equipment	3	3	3	27	PPE, Method Statement, Training, Lifting equipment to be certified as per DMR and other requirements of the OHS Act	3	3	2	

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
1511	Dust from vehicles on the road	Yes	Dust suppression to be carried out in built areas and where employees are working and to improve driving visibility	3	3	3	27	Water tankers to spray roads as and when required	3	3	2	
1700	Clearing and Grubbing	Yes	All Material to be stock piled for further use. Conservation of top soil	3	3	3	27	Permission from the engineer for the disposal of materials Method Statements and Environmental approval	3	3	2	
COLTO SERIES 2000												
2100	Drains	Yes	Open earth drains, Banks and dykes and sub-soil drains	2	2	2	8	Trenches kept to a minimum depth/ Excavations checked on a daily basis by competent person Method Statements, Risk Assessments, PPE	2	2	1	4
2200	Prefabricated culverts	Yes	Where insitue casting is not preferred	2	2	2	8	Prefabricated culverts are to be to design specification. PPE, moving of castings with lifting equipment, Method Statement and Risk Assessment	2	2	1	4
2300	Concrete kerbing, concrete channelling, chutes and down pipes and concrete linings for open drains	Yes	Pre-cast kerbs, insitue concrete pavement construction in rural areas	2	2	2	8	Trenches kept to a minimum depth/ Excavations checked on a daily basis by competent person Method Statements and SWP	2	2	1	4
COLTO SERIES 3000												
3100	Borrow Pits	Yes	Borrow pits will be spread to cover most of the site.	3	3	2	18	All borrow pits are to be fenced and only authorised personnel granted access. Method StatementsAll operators to be competent in their specific operationsCONSTRUCTION of borrow pits	3	3	1	

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
3200	Stock piling	Yes	Stock piling will take place at the different sites along the route	3	3	2	18	Permission from the engineer for the disposal of materials All stock pile areas are to be fenced and are to comply with the relevant safety regulations	3	3	1	
3300	Haulage of material in tipper trucks	Yes	Material will be hauled on the entire project from a commercial source and borrow pits	3	3	2	18	Dust management, suppression, daily registers and competent operators Method statements and SWP required	3	3	1	
3400	Pavements	Yes	Excavation, compaction and placement of pavement	3	2	2	12	Alternative safe pedestrian passage is required where pavements are under construction Method statements and SWP required	3	2	1	5
3500	Stabilization	Yes	Use of chemicals to be in line with safety regulations and MSDS's	2	3	3	18	PPE, MSDS, Method statements and SWP required	2	3	2	
3500	Crushed stone base	Yes	Transportation and storage on site Hauled from commercial source and stock piles	3	2	2	12	Method statements and SWP required	3	2	1	5
COLTO SERIES 4000												
COLTO SERIES 5000												
5100	Stonework	Yes	Transportation of material to site. Manual labour. Vehicle traffic	3	3	3	27	Method statements and SWP required PPE, DD Green gloves	3	3	2	
5200	Gabions	Yes	Transportation of material to site. Manual labour. Vehicle traffic	3	3	3	27	Method statements and SWP required PPE, DD Green gloves	3	3	2	
5400	Guardrails	Yes	Working on roadway while open to the traffic. PPE required and traffic control Steep drop offs	3	3	3	27	Method statements and SWP required Workers are to be issued with DD Green gloves, PPE,	3	3	2	

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
5500/5700	Road signs & markings	Yes	Manual labour on roadway while open to traffic Use of crane truck - Use of ladders	3	3	3	27	Competent contractor should be employed for this task Inspections of equipment and inspector of equipment to be appointed Load test of equipment required Approved traffic control and daily plans	3	3	2	
5800	Landscaping	Yes	Use of chemicals and manual labour Poisons, Phosphates and Herbicides	3	3	3	27	Method statements and SWP required MSDS's, PPE and training	3	3	2	
COLTO SERIES 5000												
5100	Foundations	Yes	Transportation of material to site Excavations, Structures and culverts	3	3	3	27	Method Statements, SWP Operators to be competent	3	3	2	
5113	Foundation Piling	Yes	Use of certified contractor for the piling works	3	3	3	27	Method Statements, SWP Operators to be competent	3	3	2	
5200	Formwork	Yes	Manual construction of formwork Shutter oil Manual labour	2	3	2	12	All formwork to be inspected and certified Method Statements, SWP, Training and MSDS's	2	3	2	
5300	Steel reinforcement	Yes	Steel fixing	3	3	3	27	Training, Method statements, medical surveillance and working at height	3	3	2	
5400	Concrete	Yes	Precast lintels, beams and culverts Batch plant and pouring	3	3	3	27	Mixing and Transportation is to be conducted with compliance to all safety and road regulations All operators to be competent in their specific operations	3	3	2	

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
	Demolitions	Yes	Demolish existing concrete culverts and bridges	3	3	3	27	SWP and Method statements are to be submitted before demolition is started Competent personnel, PPE, Correct disposal of rubble	3	3	1	
5500	Prestressing	Yes	Prestressed beams and bridge beams	3	3	3	27	Method Statements, SWP, PPE, Specialised personnel	3	3	2	
5500	Bearings and Joints	Yes	Bridges will have bearings and joints	3	3	3	27	Method Statements, SWP, PPE, Specialised personnel	3	3	2	
COLTO SERIES 7000												
7100	Concrete Pavements	Yes	Excavations, compacting and pouring of concrete	3	3	3	27	Method Statements, SWP, PPE, Specialised personnel	3	3	1	
7200	Reinforced earth	Yes	Retainer walls and Gabions	3	3	3	27	To be to engineers design. Checked on a regular basis	3	3	2	
7400	Earth retaining systems	Yes	Retainer walls and Gabions	3	3	3	27	To be to engineers design. Checked on a regular basis	3	3	2	
F1200	Concrete extensions	Yes	Some bridges and culverts will be lengthened and widened	3	3	3	27	To be to engineers design. Checked on a regular basis	3	3	2	
OHS SPECIFICATIONS												
OHS Specification	Drilling	Yes	Holes for blasting will take place as follows; Borrow Pits and Road, Method Statements	3	3	3	27	Use of competent blasting and drilling company, Method Statements, PPE, Risk Assessments, SANS Codes	3	3	2	
OHS Specification	Preparation of blast areas	Yes	Preparation as per Method Statements	3	3	3	27	Use of competent blasting and drilling company, Method Statements, PPE, Risk Assessments, SANS Codes	3	3	2	

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
	Blasting	Yes	Blasting on the road	3	3	3	27	Use of competent blasting and drilling company, Method Statements, PPE, Risk Assessments, Sans Codes, OHS Act and SWP. Approval of blasting plan from the RE and OHSO at least 48 hours before the planned blast	2	3	2	
	All materials will be considered containing Silica	Yes	Risk Assessments, medical surveillance and chest x-rays for all workers and operators	3	3	3	27	PC is to ensure compliance and medical surveillance is adequately managed	3	3	2	
	Crane Work	Yes	Cranes could be used to position bridge beams and / or culverts	3	3	3	27	Certified contractor, Method Statements, certified operators	3	2	1	5
	Transportation	Yes	Vehicles will be used on entire project	3	3	3	27	All operators to have a valid licence, PrDP (P.G.D.) Certificate of competence and a valid medical certificate issued by an Occupational Health Practitioner Vehicles to have amber flashing lights, reverse warning hooters and daily check checks	3	3	2	
OHS Specification	Hazardous Chemicals	Yes	HCS's will be used during the project	3	3	3	27	Medicals are required for persons using HCS Medical certificate issued by an Occupational Health Practitioner Method statements and SWP are to be in place	3	3	2	
	Transportation	Yes	All vehicles to be identified as Construction Vehicles	3	3	3	27	Amber flashing lights, licensed competent operators	3	3	2	

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
	Lifting Equipment	Yes	Lifting equipment will be used on the project	3	3	3	27	All lifting equipment is to be on a register All equipment to be tested according to DMR 18	2	3	1	5
	Fire Fighting Equipment	Yes	Fire fighting equipment will be used on site	2	3	2	12	All fire fighting equipment to be recorded and tested according to SANS 1475	3	3	1	
	First Aid Equipment	Yes	First Aid equipment will be used on site	3	3	3	27	All first aid equipment to be recorded and checked according to OHS Act GSR 3 Rural area and availability to emergency services is to be taken into account. Injuries resulting from the type of operations are to be taken into consideration for the provision of first aid equipment	3	3	1	
	River work will be required in the dry season	Yes	There may be a need to construct coffer dams or pump water from excavations	3	3	3	27	Work in dry season, emergency plan, risk assessment, method statements and safe work procedures	3	2	2	
	Hazardous Chemicals	Yes	Flammable materials	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	2	2	
		Yes	Petrol	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	2	2	
		Yes	Diesel	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	2	2	
		Yes	Lubricants	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	2	2	

				Baseline Raw Design Risk					Residual Risk			
COLTO / LEGISLATION REF	Design aspect present	Yes / No	Describe the conditions and activities associated with the task	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category	Extra control measures necessary to reduce risk / Redesign	Likely Consequences of an Accident	Frequency of Exposure	Probability of Harm	Risk Rating and Risk Category
OHS Specification	Hazardous Chemicals	Yes	Gas cylinders	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	2	2	
		Yes	Asphalt	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	2	2	
		Yes	Cement & cement bags	3	3	2	18	PPE, Method Statement, Training, Medicals and Induction and rotation of workers	3	3	1	
		Yes	Road lime & lime bags	3	3	2	18	PPE, Method Statement, Training, Medicals and Induction and rotation of workers	3	3	1	
		Yes	Silica hard rock quarry	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	2	2	
		Yes	Road marking paints	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	2	2	
		Yes	Primers	3	3	3	27	Medicals, PPE, first aid equipment and limit workers in work area	3	3	2	
		Yes	Portable toilets	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	2	2	
		Yes	Shutter oils	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	3	2	
		Yes	Additives for concrete	3	3	3	27	PPE, Method Statement, Training, Medicals and Induction	3	3	2	

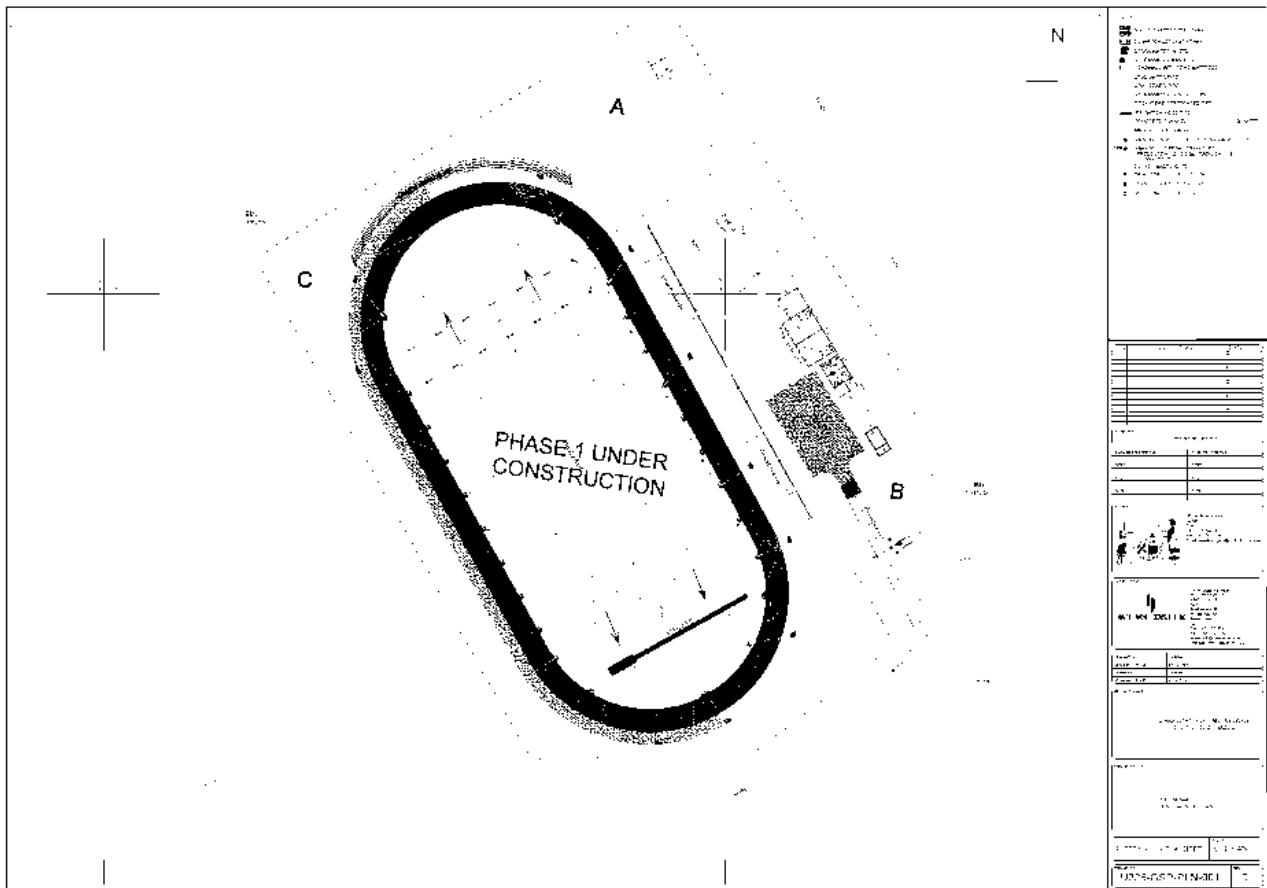


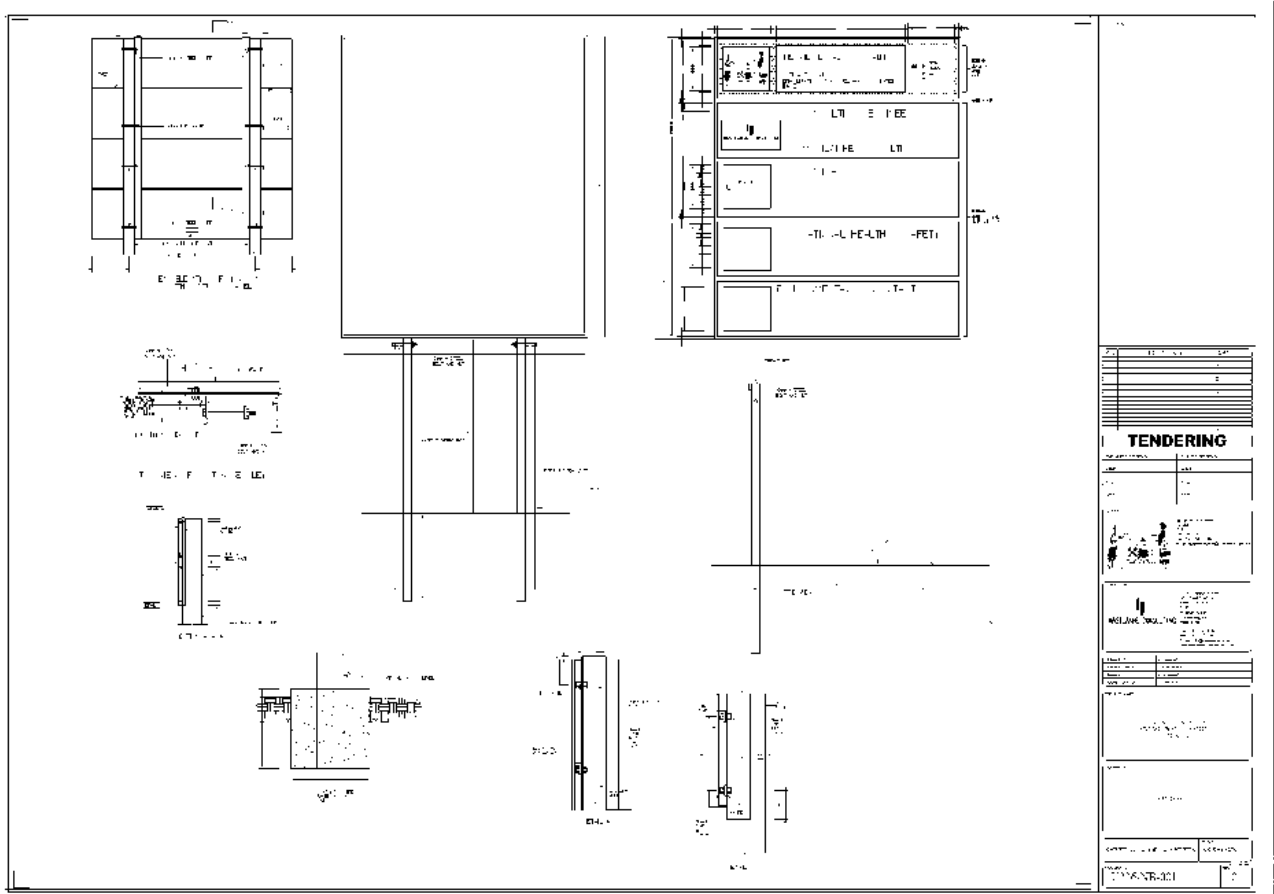
SITE LOCATION

Mvumelwano is 1056m MSL and GPS coordinates are as follows:

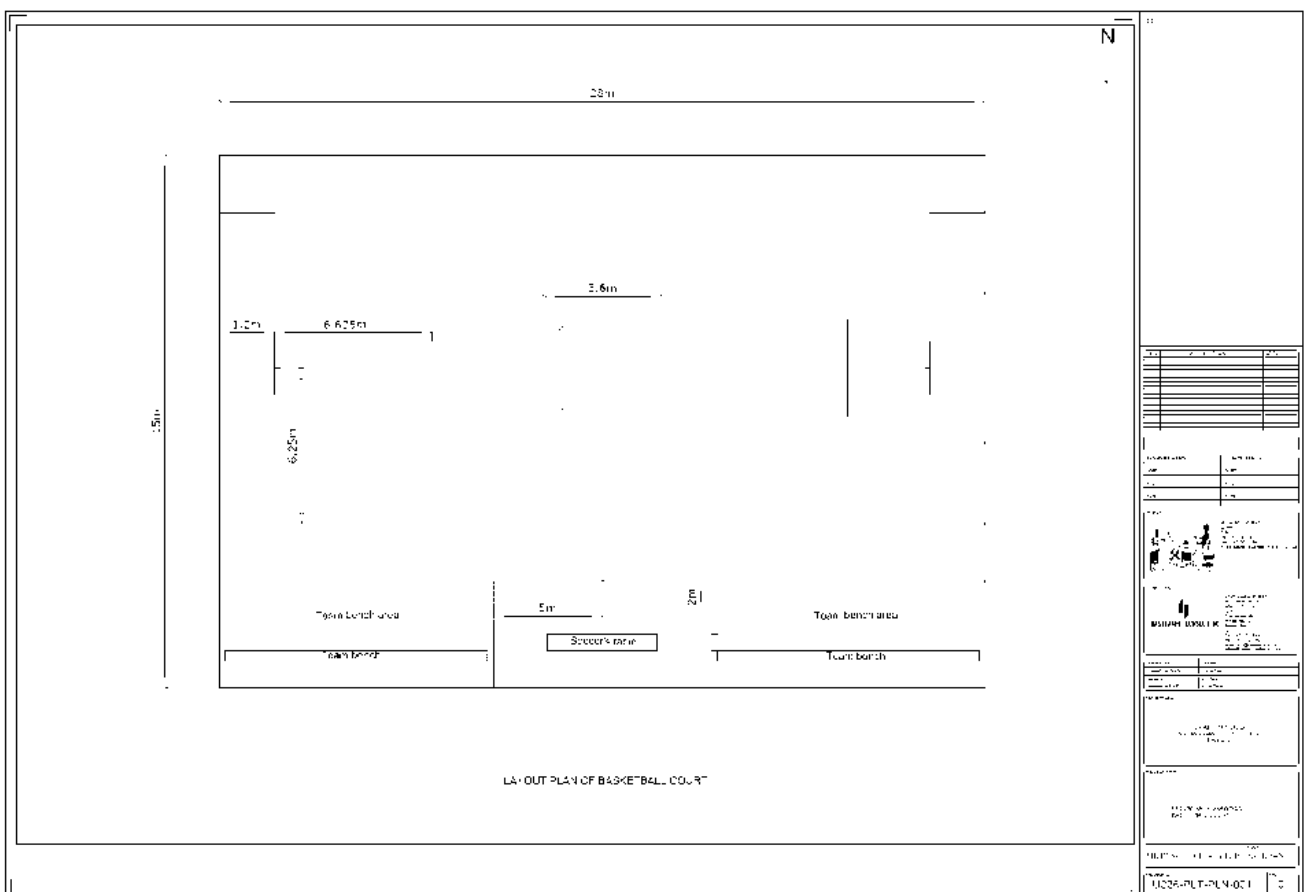
➤ **Longitude: 31°11'29.64\"S Latitude: 28°52'47.46\"E**

TENDERING DRAWINGS





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